



3 1761 06217448 7



Presented to the
LIBRARIES *of the*
UNIVERSITY OF TORONTO

by

Hugh Anson-Cartwright

7PL # 9630

26 June 1884
W. H. C. Cornwall
W. H. C. Cornwall



THE
CANADIAN CONVEYANCER
AND
HAND-BOOK OF LEGAL FORMS:

BEING A SELECTION OF
CONCISE PRECEDENTS IN CONVEYANCING,
CAREFULLY REVISED, AND ADAPTED TO THE NEW REGISTRY ACT;
WITH INTRODUCTION AND NOTES;
FORMING A COMPENDIUM OF LEGAL INSTRUMENTS FOR THE LAWYER, JUSTICE OF
THE PEACE, COUNTRY CONVEYANCER, ETC.

BY J. RORDANS.

SECOND EDITION.

"Clerk, draw a Deed of Gift."
Merchant of Venice.

TORONTO:

PRINTED BY W. C. CHEWETT & CO., FOR THE PROPRIETOR, J. RORDANS,

1867.



Entered according to the Act of the Provincial Legislature, in the year of
our Lord one thousand eight hundred and sixty-seven, by JOSHUA RORDANS,
in the Office of the Registrar of the Province of Canada.

PREFACE

TO THE SECOND EDITION.

The Compiler of the following work, in submitting a new edition (adapted to the late Registry Act) to the Canadian public, would offer his grateful thanks for the favorable reception awarded to the former edition. He would also plead, as a justification for undertaking so responsible a task, his many years' experience in the practice of conveyancing, both in offices of the highest respectability in the city of London, in England, and in this country, of which the present volume is submitted as the result.

The important alterations effected by the late Registry Act and other statutes, and the absence of any similar work since their enactment, appeared to present a favorable opportunity for the preparation of a more perfect and useful book.

The Introduction, carefully revised by a gentleman of eminence at the Upper Canada bar, and brought down to the present time, will it is hoped prove useful to Students as an introduction to a more elaborate and scientific system of conveyancing.

The alphabetical arrangement of the Forms has been adhered to, each topic appropriately connected with the main subject being classed under it.

The Compiler therefore trusts his present effort will be found worthy of support and be of benefit to the public community.

J. R.

88 KING STREET, TORONTO,
MAY, 1867.



Digitized by the Internet Archive
in 2008 with funding from
Microsoft Corporation

TABLE OF CONTENTS.

1.—INDEX TO TREATISE.

	PAGE.
Introduction—On the Laws relating to Real Property in the Province of Ontario.....	13
English Law introduced	14
Of Title to Real Estate	16
Act for Quieting Titles.....	18
Estates for Life	20
Estates Tail	20
Estates in Fee Simple	22
Liability of Estates in Fee Simple to payment of Debts.	23
Descent of an Estate in Fee Simple	25
Tenure	26.
Joint Tenants and Tenants in Common	27
Transfer of Real Property	28
A Will of Lands	33
Mutual Rights of Husband and Wife:	
1. Rights of Husband in Lands of Wife.....	35
2. Rights of Wife in Lands of Husband	37
Incorporeal Hereditaments	38
A Term of Years	38
Mortgages	41
Titles barred by lapse of time and limitation of Actions.	44
Registration of Titles to Real Estate.....	46
Claims to Lands in Ontario for which no Patents have issued	48
Property of Religious Institutions	49

2.—INDEX TO PRECEDENTS.

Affidavit of Execution of Deed.....	51
“ “ Remarks upon ditto.....	52
“ Claim on Insolvent Estate	53
“ General form of.....	53
Affirmation “	54
Affidavit of Residence (For Naturalization)	54
“ Allegiance “	55
Agreement for sale of Land	55
“ (Another Form).....	58
Apprenticeship Indenture.....	61
“ (Another Form).....	62
“ (Another Form).....	64
Arbitration Deed	65
“ (Another Form)	67
“ Bond	70
“ “ Affidavit of execution of	72
“ Appointment of Umpire	72
“ Enlargement of time for making Award, &c.	73
“ Appointment of third Arbitrator	74
Assignment of Agreement to Purchase	74
“ . Articles of Clerkship	77
“ Apprenticeship Indenture	79
“ Bond	80
“ Crown Lands.....	82
“ Copyright	83
“ Judgment	85
“ “ (Another Form)	87
“ Lease	89
“ “ by Administrator	91
“ Mortgage	92
“ “ (Another Form)	95
“ “ By Endorsement.....	97
“ For Benefit of Creditors.....	97
“ “ Where Personal Estate only.	103
“ “ Under Insolvent Act	106
“ General form of.....	107
“ Of Partnership Property, in trust to close, &c.	107

Assignment of Partnership Property, for sum certain	110
" Of Debt, with Power of Attorney	112
" Policy of Insurance	113
Auction Agreement, by Auctioneer	114
" " Purchaser	114
Award by Umpire	115
" Referees	116
" Arbitrators	117
" Where Enlargement	119
" Affidavit of execution of	120
Bills of Exchange, Promissory Notes, &c.	121
Bill of Sale	122
" (Another Form)	126
" Of Vessel	127
" " (Another Form)	130
Bond Blank (Without Condition)	131
" For Payment of Money	131
" To Convey Land	132
" For Payment of Purchase Money	133
" Of Indemnity	134
" " On Paying Lost Note	135
" For Fidelity of Clerk	137
" From Lessee and Surety to Pay Rent	138
" For Minor to Convey, when of Age	140
Certificate of Acknowledgment by Married Woman	141
" Under Act for Quieting Titles	142
Charter Party	142
Chattel Mortgage	144
" Promissory Notes	150
" Future Advances	156
Clerkship, Articles of, to an Attorney	161
Conditions of Sale of Goods	163
" " Lands	164
" " Court of Chancery	166
Contract to Erect a House	167
" Sub, between Builder and Carpenter	168
" To do Repairs	170

Contract for Sale of Merchant's Stock	171
" " Grain	172
" " On Commission	173
" Service as Clerk	174
Deed of Bargain and Sale	175
" " " Absolute Covenants	179
" " " Qualified Covenants	183
" " " Short Form, under Statute ...	187
" " " On Sale by Mortgagee	189
" " " By Building Society under Power of Sale	191
" From Assignee Under Insolvent Act	194
" Of a Water Course	196
" Covenant Concerning Light	197
" Right of Way	198
" Trust for Married Woman	199
" Confirmation	201
" Gift of Lands	202
" " Personal Estate	203
" " " On Conditions	204
" Exchange	207
" " (Another Form)	208
" Partition	209
" " (Another Form)	211
Deed Poll, by Co-heirs	213
" Executors	214
Declaration of Trust of Stock	215
" " Purchase Money	216
" " Bond	217
Distress Warrant	217
" Notice	218
" Inventory	218
" Appraisement	219
Farming Lease, Agreement for	219
Grant of an Annuity	222
" Annuity Bond	223
Ground Rent Deed	224

Lease, House	228
“ Farm	231
“ “ (Another Form)	236
“ Short Form under Statute	241
“ Mining	242
“ “ (Another Form)	250
“ Part of a House	253
License, Letter of	254
Mortgage in Fee	255
“ With Power of Sale and Insurance Covenant.	259
“ Short Form under Statute	265
“ By Way of Further Charge	267
“ To Building Society	271
“ “ Covenant not to sue upon	273
“ Of Life Policy	276
“ Mortgage Bond	278
“ Of Lease	279
Notarial Certificates on Execution of Instruments Going Abroad, &c.	284
Notice of Exercising Power of Sale under Mortgage	287
“ Protest	288
“ To Quit by Landlord	288
“ “ Tenant	289
Partnership Deed	289
“ (Another Form)	292
“ Dissolution of	295
“ “ Bond for Payment of Share	296
“ “ Bond Against Partnership Lia- bilities	297
“ “ (Another Form)	297
“ “ Notice of	298
Party Wall, Agreement respecting a	298
Patent, Petition for	301
“ Specification	302
“ Petition for Patent for Design	303
“ Assignment of entire interest in	303
“ License to Use Invention	304

Power of Attorney Blank.....	307
" General Form.....	308
" " (Another one).....	312
" To Receive Debts	314
" " Legacy.....	316
" Custom House	317
" To Manage and Sell Estates.....	318
" Transfer Stock.....	320
" Receive Dividend	320
" Revocation of	321
" " (Another Form)	322
Protest, Marine	322
" Notarial	324
Quit Claim Deed.....	325
" (Another Form).....	326
Receipt, Rent	327
" In Full	328
" On Account	328
" To Executor.....	328
Release, General of All Demands	328
" Of Mortgage under Statute	330
" Part of Mortgaged Premises	331
" From One Joint Tenant to Another	332
" Of Dower.....	333
" " (Another Form).....	335
" To a Guardian..	336
" Executors	337
" From Legatee, on coming of age	338
" Of a Trust	339
" Proviso or Condition	340
Marriage Articles	340
" Settlement in hands of Trustees	343
" " Of Wife's Personal Estate	349
" " Wife's Real and Personal Estate..	352
" " Policy, in names of Trustees	355
" " " Where Assigned by Hus- band.....	357

Marriage Settlement, Appointment by Wife under	359
“ “ “ To Change Investments.	360
Separation, Deed of	361
Sheriff's Deed for Taxes.	364
“ “ Certificate do.	365
“ “ Assignment do.	366
Surrender of Lease	367
“ (Another Form)	368
Transfer of Shares in a Company.	369
“ Of Stock.	369
Trust Deed for Episcopal Church	369
“ Of a Church (Another Form).	372
Will, to Wife Absolutely	375
“ One Person.	376
“ Wife for Life, and afterwards to Children.	377
“ Personal Property to Children	379
“ By Tradesman, of Business, &c.	380
“ Of Legacies, and Appointing Residuary Legatee. . . .	383
“ Codicil to a	384

INTRODUCTION
ON THE
LAWS RELATING TO REAL PROPERTY
IN UPPER CANADA.
(NOW ONTARIO):

We purpose introducing the following Forms, with a concise outline of the laws, relating to real property in this Province.

The criminal law of England was first introduced by the treaty signed at Paris on the 10th February, 1763. Afterwards certain other laws were introduced from time to time, by proclamations and other official instruments, and especially on the 7th October, 1763, in the reign of George the 3rd.

When the Canadas were separated as to civil rights in 1791, the laws of Canada, that is to say, the French laws, were conceded to Lower Canada, while the civil laws of England were, by express enactment of our own Legislature, declared to be in force in Upper Canada. By 32 Geo. III. cap. 1, and by the Consolidated Statutes of Upper Canada, cap. 9, sec. 1, it was enacted, "That in all matters of controversy relative to property and civil rights, the laws of England, as they stood on the 15th October, 1792, should be the rule for the decision of the same," excepting any of the laws of England respecting the maintenance of the poor or bankrupts, and subject to certain exceptions and provisions relative to rights under a few former acts of this Province. On that day the unwritten or common

law and the written or statute law of England, as it then stood, became law in Upper Canada, and generally speaking no Imperial Statute passed since 1792 has any effect in this Province, unless Canada is expressly mentioned or unless re-enacted in our own Parliament. But by the 2nd section of chap. 9, Consolidated Statutes of Upper Canada, "The Statutes of Jeoffails of Limitations, and for the amendment of the law, excepting those of mere local expediency which previous to the 17th January, 1822, had been enacted respecting the law of England, and those continued in force shall be valid and effectual for the same purposes in Upper Canada."

The laws of this Province as to real estate are much more simple than those of the mother country, since this is comparatively a new country. All our titles to real estate are of very recent date, and can be traced to the Crown. There are several species of property in England which are not to be met with among us, owing to the fact of this being a new country, and also to the different customs and usages existing here and in the mother country, such as copyholds, advowsons, tithes, rights of common, and rights of common of Turbary, of Piscary, and Pasture, and Seigniories or Lordships; neither have we tenure by custom of Gavelkind, or Borough English, nor are all our written instruments subject to the Stamp Duty. Tithes were abolished in this Province by 2 Geo. IV. c. 32.

The periodical revision of the Public General Statutes renders easier the knowledge of the written law of Canada, as it separates the repealed from those which are binding and in force.

Property of all kinds is divided into two classes, Real and Personal, originally so called from the nature of the remedies for their recovery. Land could always be restored to its proper owner by a *real* action, whereas goods and chattels could not be so, but proceedings must be had against the *person* who had taken them away in order to

recover a pecuniary compensation equal to their value and by way of damages.

Real property comprehends all such things as are permanent, fixed, indestructible, immovable, and which cannot be carried out of their place, and is usually denoted by the terms, "*lands, tenements and hereditaments*," although under the authority of our statutes relating to real property the general denomination "*land*" is often used. It legally includes all houses and other buildings thereon, so that by a conveyance of the land or ground the structures pass therewith, as well as everything else both above and below the surface. *Hereditaments* is the most comprehensive term of the three in signification. The term "*premises*" strictly denotes that which has been before mentioned, and *property* is seldom spoken of as premises unless a description of it is contained in some prior part of the instrument. The terms *messuage or house* comprise all outbuildings, the orchard, yard and garden attached and adjoining thereto; and *appurtenances* embrace all easements attached to or used with the property.

We are bound therefore by the law of England prior to 1792, and it has been the policy to adopt from time to time such improvements as have been made in the English law, so far as such improvements have been applicable to the circumstances of this country.

It follows that the law of real property in this Province in a great measure resembles that of England. It is unnecessary in a synopsis like the present to notice at much length the objects, effects, and operation of the several important Statutes of Uses, DeDonis, Quia Emptores, Wills and Frauds, however interesting to the antiquary and legal student. It is sufficient to remark, that after a lapse of nine or ten centuries we have almost come back to the same system of unfettered alienation of real property as existed in England before the Norman Conquest and the feudal system. It may appear strange that a common deed

of a piece of freehold land in this Province cannot be explained without going back to the reign of Henry the Eighth, when the Statute of Uses was passed (27 Henry VIII. c. 10), that no man is in law the absolute owner of land, and that he can only hold an *estate* in it. The objects of the Statute of Uses were, that all uses or equitable estates should become *legal* estates, and subject to the common law rules, and to put an end to the devise of estates. One of its principal uses was to enable an estate of freehold to commence *in futuro* or upon a contingency, whereas at the common law no such thing was permitted. The modern system of alienation is more in accordance with the laws of nature, tends more to the happiness of the possessor and to the increase of the nation's wealth. In this Province we have abolished the law of Primogeniture, though retained in England. All our conveyances depend on the Statute of Uses, and since this statute deeds have generally been introduced. The regular establishment of a registry office in each county and city renders our titles to real estate very simple and secure.

OF TITLE.

On every purchase of real estate or mortgage thereon the purchaser or mortgagee should investigate the title of the vendor or mortgagor as it stands in the registry office of the county in which the lands are situate. When the title has passed through several persons it will be prudent to submit the same to some experienced conveyancer, and great care should be taken with regard to wills, many of which being drawn up by the parties themselves, may be unskilfully or incorrectly worded. In purchasing, however, from the original grantee from the Crown, little difficulty is to be apprehended.

In all cases, however, where land is unoccupied, a search should be made in the County Treasurer's Office for arrears of taxes, in the Sheriffs' Office as to sales for taxes or for

executions against lands, and in the office of the Clerk of the Queen's Bench in Toronto for Crown debts. Before paying over the purchase money or advancing a loan, a final search should be made to ascertain that no conveyance has been registered or *fi. fu.* lands placed in the sheriff's hands in the interim; and the deed or mortgage should be registered as soon afterwards as possible, as the fact of registration is notice to all purchasers.

All these precautions are requisite, although the purchaser may have from the vendor covenants for title. There are five usual covenants for title in most modern conveyances, namely: That the vendor is seized in fee, that he has good right to convey, for quiet enjoyment, free from incumbrances, and for further assurance. A vendor, as a rule, gives limited or qualified covenants, that is, covenants limiting his liability to his own acts. On the other hand, a mortgagee is generally required to give absolute covenants. The period for which the title need be investigated is the last *sixty years*, and the vendor should furnish the purchaser with an abstract of all the deeds, wills and other instruments affecting the land during that period. In this Province, however, this is mostly regulated by the agreement of the parties, and the purchaser generally satisfies himself as to the title by searching in the registry office. This is safer and more satisfactory than relying on the abstract of the vendor. When lands are sold by trustees sec. 10 of 12 Vic. c. 71, exempts the purchaser from seeing to the application of the purchase money, unless the contrary is expressly declared by the instrument creating the trust. When a sale is made by trustees who have no beneficial interest in the property, they merely covenant that they have done no act to incumber the premises. In some cases it might be advisable to have covenants for title from the person beneficially interested. A person who has bought a piece of land and has taken a deed and given a mortgage thereon for the balance of the purchase money,

should be very careful how he disposes of such land before the mortgage has been satisfied. He should have it stated in the deed to the purchaser from him that the land is sold subject to such mortgage. He should consider the solvency of the purchaser, and have inserted in the deed a covenant of indemnity against the mortgage and costs incurred on account thereof. On any sale or mortgage of lands all the title deeds in the hands of the vendor or mortgagor which relate exclusively to the property in question should be handed over to the purchaser or mortgagee. Where the title deeds relate also to other property of greater value than that conveyed, the purchaser is only entitled to a covenant from the seller for their production, and also to copies thereof at his own expense. The custody of title deeds is, however, of less importance than formerly, since the passing of the late Registry Act (29 Vic. c. 24) hereinafter mentioned, under which duplicate originals of all deeds relating to land are registered at the time of execution. Where the vendor is married the purchaser should see that his wife joins in the deed in order to bar her dower. Purchasers at sheriff's sales should be as careful as in other cases, as the sheriff's deed conveys no better title to the land than the judgment debtor himself had. In a contract for the sale of real estate time is not of the essence of the contract unless so stipulated, but either party has in equity the power to make it so by giving the other reasonable notice to perform his part of the agreement.

On taking an assignment of a mortgage also, much of what has been said will have to be observed.

QUIETING TITLES.

A defective system of conveyancing, as also carelessness in the preservation, and irregularity in the registration of Title Deeds, together with incorrect surveys, have rendered many titles unmarketable, and litigious purchasers, especially where purchases have turned out unfavorably, have

after incurring a heavy bill of costs to the vendors, entirely defeated their title, because the necessary proofs required by law were not forthcoming.

To remedy this defect, the very important and useful statute for quieting titles to real estate in Upper Canada, 29 Vic. cap. 25, was passed, by the provisions of which any person may have any title, legal or equitable, which he claims in any land in Upper Canada, investigated at any time in the Court of Chancery, which Court has framed a set of orders for regulating the proceedings under that Act.

The application is made by petition, a certificate of the filing whereof is required to be registered in the county where the lands are situated, and the petition must be supported by the production of all muniments of title and the certificates and proofs required by the Act, and before a certificate of title is granted by the Court, a notice must be inserted in the *Gazette*, and if the Court so directs, in a local newspaper also.

Where an adverse claimant is known to the Court, notice must be given as prescribed, and finally the Court grants such certificate of title as the circumstances warrant; the effect of which is finally to dispose of such difficulties in the title as are stated to have been investigated by the Court, and any one purchasing after such certificate must accept the same as conclusive as to all points so as aforesaid investigated.

By this Act also, any resident of Upper Canada claiming real estate therein, upon a similar application supported by proper proofs, is enabled to establish his legitimacy and the marriage of his progenitors or that he is the heir or co-heir of any one deceased or that he is a natural born subject of Her Majesty.

It is worthy of note that for the purposes of this Act, a married woman is deemed a *feme sole*.

ESTATE FOR LIFE.

This estate arises when a lease is made of lands to a man to hold for the term of his natural life or for that of any other person or for more lives than one. When one holds an estate by the life of another he is usually styled a tenant *pur autre vie*, and the other person is called the *cestui que vie*. A grant by deed to a person simply without adding the words "and his heirs," confers an estate for life only. He may part with it if he pleases, but it will terminate at his death into whosoever hands it may come. Any person remaining in possession of lands after the determination of a life estate, without the consent of the persons next entitled in remainder, is considered a trespasser. A tenant for life has an estate of freehold and he that hath a less estate, cannot have an estate of freehold. Some estates which may not last a lifetime, are considered in law as life estates and estates of freehold. Thus an estate granted to a woman during her widowhood, an husband's tenancy by the courtesy, a widow's tenancy in dower, and a wife's jointure, are all in law life estates. A tenant for life has merely a limited interest and cannot of course make any disposition to take effect after his death and cannot make leases to endure beyond his life, unless empowered so to do by the deed or will under which he holds.

ESTATES TAIL.

This is an estate given to a man, and the "*heirs of his body*." It will descend on the decease of the first owner to all his lawful issue, children, grand-children and remote descendants, so long as his posterity endures in a regular course of descent, but not to collateral relations, and on the other hand, if the first owner should die without issue, his estate will then determine. It may be either in possession or expectancy. A tenant in tail has the power to acquire an estate in fee simple, either in possession or

remainder, by *barring* the entail, as it is termed. Our Act 9 Vic. cap. 11, regulates the law as to barring estates tail. Previously to this statute, estates tail were barred by the cumbrous and antiquated machinery of a fine or common recovery. This Act has established the office of *protector*, who is generally the owner of the first existing estate for life, under the settlement prior to the estate tail. When the estate tail is not an estate in possession, but is preceded by a life estate in some other person, the consent of the protector is requisite to enable the tenant in tail to bar the entail and dispose of the lands as a tenant in fee simple, and such consent may be given either by the same assurance by which the disposition is effected or by a distinct deed, and is to be executed on or at any time before the day on which the assurance effecting such disposition shall be made. Every disposition of lands by a tenant in tail, is to be effected by some one of the common assurances to pass an estate in fee simple absolute, but must be by deed and not by will or by contract incomplete. The assurance by deed must also be registered in the Registry Office of the county or city in which the lands are situated, within six calendar months from the execution thereof and the consent of the protector, if given by distinct deed, must also in like manner be registered either at or before the time of registering of such assurance. The protector is under no restraint in giving or withholding his consent, but is left entirely to his own discretion. When the estate tail is in possession, that is when there is no previous estate for life there can very seldom be any protector, and the tenant in tail may at any time by deed duly registered, bar the entail remainder and reversions at his own pleasure. A tenant in tail is empowered however to make leases without the necessity of registration, for any term not exceeding twenty-one years from the date, or from any time not exceeding twelve calendar months from date, where a rack rent or five-sixth parts of a rack rent shall be thereby reserved.

ESTATE IN FEE SIMPLE.

This is the greatest estate or interest which the Law of England allows any person to possess in land. A tenant in fee simple is one that holds land to him and his heirs, so that the estate descends not merely to the heirs of his body but to collateral relations according to the canons of descent. The unfettered right of alienation, which is now inseparably incident to this estate, is by far its most valuable quality. A tenant in fee simple holds his land free from any qualification or condition, and he may alien his estate subject to any conditions not repugnant to law.

Aliens in this Province may generally hold and transmit real estate as natural born subjects, and the period of residence required to make them naturalized subjects is now only three years.

Infants or all persons under the age of twenty-one years, and also idiots and lunatics, though they may hold lands, are incapacitated from making a binding disposition of any estate in them. But under certain circumstances, infants are empowered by 12 Vic. C. 72 to make conveyances of fee simple, and other estates under the direction of the Court of Chancery; and similar powers with respect to the estates of idiots and lunatics have been given by 9 Vic. C. 10 to their *committees*. The powers given by these Acts are now however to a great extent superseded by the Act 20 Vic. C. 56 by which power is given to the Court of Chancery by a simple order or decree to vest in any other persons real or personal estate in such manner, and for such estates as would be done by any executed deed, conveyance, assignment or transfer, of which the court had formerly authority to order the execution.

Married women are under a limited incapacity to alienate as will hereafter appear.

And a conveyance can be made only to such *corporations* as are authorised by their Acts of Incorporation to

purchase, hold, and convey lands for the uses of the corporation.

Crown debts when registered in the office of the clerk of the Court of Queen's Bench, Toronto, under 14 & 15 Vic. C. 9, charge and affect lands and interests therein. It is generally only necessary to search for Crown debts where the vendor is an Accountant to the Crown, or a holder of some office required to give security to the Crown.

LIABILITY OF ESTATES IN FEE SIMPLE TO THE PAYMENT OF DEBTS.

This liability is not so extensive in this Province as in England, as we have no statute corresponding with the Imperial Act 3 & 4 Wm. IV. c. 104.

This liability to what may be called an involuntary alienation has been established by slow degrees. It is laid down by Britton, who wrote in the reign of Edward I., that the heir was not bound to pay the debt of his ancestor to any other person than the King, unless the heir were by the deed of his ancestor specially bound to do so. On this footing the law of England long continued. The heir was liable only to the value of the assets which had descended from his ancestor. When the power of testamentary alienation was granted a debtor who had thus bound his heirs became enabled to defeat his creditors by devising his estate by his will to some other person than his heir, and in this case neither heir nor devisee was under any liability to the creditors. At length by 3 & 4 Wm. & Mary, c. 14, all devises by will are made void as against creditors by specialty, in which the heirs were bound, but not further or otherwise. This statute was made perpetual by 6 & 7 Wm. III. c. 14. A testator may, however, of his own accord by will charge his lands with the payment of his debts, in which case the Court of Chancery allows all creditors to be equally entitled to the benefit, and the lands are then called equitable assets.

The courts in Upper Canada had held, that under the Imperial Act of 5 Geo. II. c. 7, the title of a testator or intestate in real estate in Upper Canada might be seized and sold under a judgment and execution by a creditor of the testator or intestate, recovered against an executor or administrator of the deceased, in the same manner and under the same process that the same could be seized and sold if the judgment and execution had been against the testator or intestate if living, and many sales had taken place and titles been acquired under such proceedings, and it being desirable to quiet the same, it was enacted by 27 Vic. c. 15, entitled, An Act respecting sales of land under execution against executors and administrators; that under the said Imperial Statute the title and interest of a testator or intestate in real estate in Upper Canada might be seised and sold under a judgment and execution recovered by a creditor of the testator or intestate against his executor or administrator, in the same manner and under the same process that the same could be sold under a judgment and execution against the deceased if living. And all such sales theretofore made and titles given thereunder are thereby declared to have passed and conveyed the title or interest of the testator or intestate in his real estate so sold and conveyed as against any objection that might be made, on the ground, that real estate could not be seized and sold in manner aforesaid under the said act; Provided always, that that act should not affect any case pending at the time of the passing of the same in or theretofore finally adjudged by the courts of law or equity in Upper Canada.

The lands of a defendant as also a contingent, an executory, and a future interest and a possibility coupled with an interest in any land, whether the object of the gift or limitation of such interest or possibility be or be not ascertained, also a right of entry whether immediate or future, and whether vested or contingent into or upon any land;

and also a mortgagor's equity of redemption may be sold by the sheriff of the county where the lands lie under an execution against lands; and the moment such execution is placed in the sheriff's hands any land or interest therein as aforesaid of the defendant in that sheriff's county becomes bound for the payment of the judgment upon which such execution has been issued.

DESCENT OF AN ESTATE IN FEE SIMPLE.

A person is said to die intestate when he departs this life without having made a will. - If he make a will sufficient according to the statute to pass real estate, the latter will be distributed in accordance with the wishes of the testator, but if he does not exercise the right of making a will, then the statute law declares how his real estate shall descend.

There are two acts on the subject in this Province, viz., 4 Wm. IV., cap. 1, and 14 & 15 Vic. cap. 6. As it is very seldom that any case at the present day can be affected by the statute of 1834, the former of such statutes, we content ourselves with giving the course of descent according to the latter statute, stating the order for the sake of clearness as briefly as possible, referring the reader, as particular cases calling for adjudication may arise, to the statute itself.

The real estate in Upper Canada of all persons dying intestate, after 1st January, 1852, descends as follows:

1. To lineal descendents and those claiming by or under them equally *per stirpes*.
2. To the Father.
3. To the mother.
4. To collateral relatives.
5. To the brothers and sisters of the father of intestate, equally, if all be living.
6. To their descendents.

7. To the brothers and sisters of the mother of intestate, equally, and their descendants.

8. To the next of kin according to the English Statute of Distribution of Personal Estate, 22 & 23 Car. II. cap. 10.

This important Act brought in the doctrines of the Civil Law, abolished the right of primogeniture in Upper Canada and enables the half blood to inherit equally with the whole blood, unless the inheritance came by descent, devise or gift of some one of intestate's ancestors, in which case those not of blood of the ancestor, shall be excluded. All the children take equally, males and females, as under the Roman Law. Posthumous children inherit equally with those born in the intestate's lifetime. Illegitimate children cannot inherit. Where an inheritance descends to several persons, they take as *tenants in common*. Advancements to children by settlement or portion, are taken into consideration and affect the shares of the children so advanced, but the maintaining or educating or the giving of money to a child without a view to a portion or settlement in life, shall not be deemed an advancement within the Act. The interpretation clauses should be carefully read in order to see the extent of the meaning of the words used in the Act. It is only in cases of high treason, and of abetting, procuring or counselling the same, that an attainder for felony extends to the disinheriting of any heir or to the prejudice of the right or title of any person other than that of the offender, during his natural life. See 3 Wm. IV. cap. 4.

TENURE.

This term is used to denote the manner of possessing a tenement. The most familiar instance of a tenure is given by a common lease of a house or land for a term of years. This is not however a freehold tenure, as the lessee has only a chattel interest. A tenant in fee simple has a freehold tenure. The seller or giver of an estate in fee simple, is only a tenant to the Crown, with the liberty of putting

another in his place. By 12 Car. II. cap. 24, all the tenures by Knight Service were abolished, and the only tenures left were free and common socage, copyhold and frankalmoin. But by the Constitutional Act of 31 Geo. III., it is expressly enacted that "all lands which shall be hereafter granted within the Province of Upper Canada, shall be granted in free and common socage in like manner as lands are now holden in free and common socage in that part of Great Britain called England."

Free and common socage in this Province is therefore synonymous with the term "freehold" or "fee simple."

JOINT TENANTS AND TENANTS IN COMMON.

A joint tenancy arises where any persons hold property between them in equal shares by purchase, as where two or more persons purchase lands and take a conveyance to them and their heirs. This is a joint tenancy, and the legal estate will go to the survivor. During the time they hold jointly neither of them has an estate in any particular part. Each has the whole with benefit of survivorship unless the tenancy be severed, and each is incapable of devising his respective share by will. On the severance of a joint tenancy, a tenancy in common is created.

By 4 Wm. IV. C. 1, whenever by any letters patent, assurance or will executed after 1st July 1834, land shall be granted, conveyed, or devised to two or more persons (other than executors or trustees) in fee simple, or for any less estate it shall be considered that such persons take as tenants in common and not as joint tenants unless a contrary intention appears on the face of the instrument. The proper mode of conveyance from one joint tenant to another of his interest is a deed of release.

A tenancy in common is where several persons have distinct estates either of the same or a different quantity in any subject of property in equal or unequal shares, and either by the same or by several acts. Tenancies in common

descend to the heirs of each of the tenants because they have several freeholds and not an entirety of interest as joint tenants, and therefore there is no survivorship between them, but each may alienate or devise his moiety to any person. This tenancy is more preferable to a joint tenancy as it is not subject to the right of survivorship.

Any joint tenant or tenant in common can compel his co-tenants to effect a partition or sale by 14 & 15 Vic. C. 6. A partition may also be voluntarily made by the parties by deed (2 Wm. IV. C. 35.) The proceedings for a compulsory partition are carried on in the Court of Queen's Bench, or Common Pleas, or in the Court of Chancery, when the lands are situated in two or more counties; but in the County Court, or in any of the Superior Courts of Law or Equity when the lands are situated in one county only. The proceedings are commenced by filing a petition in any of the said courts, praying that a partition or sale of the lands may be made, and the practice is principally regulated by 20 Vic. C. 65.

TRANSFER OF REAL PROPERTY.

A feoffment with *livery of seisin* is the most ancient means of conveyance. Seisin signifies the feudal possession, and is to be distinguished from actual or simple possession. Thus a tenant for a term of years has not the feudal possession or freehold, but his possession like that of a bailiff or servant is that of his landlord. Livery of seisin is the delivery of the feudal possession. In every conveyance (except by will) of an estate of inheritance the word "*heirs*" is necessary. A deed is a writing sealed and delivered, and the sealing and delivery constitute its execution. By 9 Vic. c. 6, a feoffment must be evidenced by deed, and it is doubtful whether signing as well as sealing is absolutely necessary. An *escrow* is a deed delivered to a *third* person not a party to it, to be delivered up to the

other party upon the performance of a condition, and when so delivered up it operates from the time of its execution.

The usual mode of conveyance in this Province is by deed of bargain and sale. This form derives its effect, as before mentioned, from the Statute of Uses, and requires a consideration to be expressed, or the words, "*unto and to the use*" of the grantee. Considerations in a deed are either good or valuable. A good consideration is founded upon natural love and affection between near relations by blood. A valuable consideration is founded on something deemed valuable, as money, goods, services or marriage.

Every deed or contract is void when made for fraudulent purposes, or in violation of law, and by 13 Eliz. c. 5, conveyances of landed estates and also of goods made for the purpose of delaying, hindering or defrauding creditors, are void as against them unless made upon valuable consideration and *bond fide* to any person, without notice of such fraud. And by a subsequent statute 27 Eliz. c. 4, *voluntary* conveyances of any estate in lands are also void as against subsequent purchasers for valuable consideration.

The Insolvent Act of 1864 declares all conveyances made in contemplation of insolvency to a person aware of the fact, and all conveyances made for the purpose of defeating or delaying creditors, to be void, and all such conveyances where made to a person ignorant of the facts are voidable.

Our statute 14 & 15 Vic. c. 7, enacts, that all corporeal tenements and hereditaments shall, as regards the conveyance of the immediate freehold thereof, be deemed "*to lie in grant as well as in livery*," that is to say, shall require a deed in writing and under seal for their effectual conveyance. It further enacts, that a feoffment otherwise than by deed shall be void at law, and that no feoffment shall have a "*tortious operation*," that is to say, the feoffee shall not take an estate larger than that possessed by the feoffor. A reference is here made to the previous law under which if a tenant for his own life should have made a feoffment for

an estate in fee simple the feoffee would not thereby have acquired an estate for the life of the feoffor, but would have become seized of an estate in fee simple *by wrong*. By the same statute it is also enacted, that a *partition* and *exchange* of any land and a lease required by law to be in writing of any land, and an *assignment* of a *chattel interest* in any land, and a *surrender* in writing of any land not being an interest which might by law have been created without writing shall be void unless made by deed. That a contingent, an executory, and a future interest, and a possibility, coupled with an interest in any land and also a right of entry, may be disposed of by deed, and that neither the words "*grant*" or "*exchange*" in any deed shall create any warranty or right of re-entry or covenant by implication, except in cases where by any act in force in Upper Canada it is declared that the word "*grant*" shall have such effect. The same statute declares that any corporation aggregate in this Province capable of taking and conveying land shall be deemed to be capable of doing so by deed of bargain and sale, in like manner as any person in his natural capacity, subject nevertheless to any general limitations or restrictions as to holding or conveying real estate which may be applicable to such corporations. Formerly a corporation could not convey by bargain and sale, because they could not be seised of a use or trust for another person. A deed of bargain and sale does not require registration as indispensable to render it a valid conveyance, but the necessity of registration is to prevent a subsequent purchaser from gaining priority.

Until the passing of 9 Vic. c. 6, commonly called, "*The Act to facilitate the conveyance of Real Property*," forms of deeds in use in this Province were comparatively long and cumbrous. Deeds under this statute are called "*Statutory Deeds*," are much shorter than the old form although in effect the same, and since the passing of the late Registry Act have come into general use in the Province on account

of the saving of expense in their registration. There are two schedules to the act, the one containing the covenants in the short the other the long form. The act then enacts, that any deed made in pursuance of that statute or referring thereto, and containing the short covenants, shall be taken to have the same effect and be construed as if containing the covenants in the long form. It also enacts that a deed or part of a deed failing to take effect by virtue of the act shall still be as valid as if the act had not been passed.

The Act 14 & 15 Vic. c. 8, is the corresponding act with respect to leases, and the provisions are of the same nature, but it may be useful to notice the effect of some of the usual covenants in a statutory lease, so that a lessee may know what constitutes a breach of them. The short form of covenant to pay taxes includes all taxes, whether parliamentary, municipal or otherwise, whether charged upon the premises or the lessor in respect thereof. The covenant not to cut down timber does not prevent the lessee from cutting timber for necessary repairs, firewood, or for the purpose of clearance. The notice to repair must be in writing and left at the premises, and the lessee has after such notice three calendar months to make such repairs. The consent to assign or sub-let must be in writing. The covenant that the lessee will leave the premises in good repair is subject to the exceptions of reasonable wear and tear and damage by fire. And here we would remark, that every lessee should have a covenant inserted in his lease, that the rent shall in case of destruction by fire cease from and after the happening thereof, otherwise he may be compelled to pay rent during the remainder of the term, although the premises may prove a total loss. The proviso for re-entry by the lessor on non-payment of rent, comes into operation at the end of fifteen days after any of the days on which the rent ought to have been paid, and no demand of such rent is necessary; and for non-performance

of covenants, it comes into operation at any time after such breach or non-performance. Although the landlord under this covenant has the right of re-entry, it is, however, necessary for him to bring an action of ejectment to recover possession of the premises.

If a tenant holds the premises demised beyond his term, he is called an *over-holding tenant*, and may be proceeded against under the 27 & 28 Vic. cap. 30; under the provisions of which Act, the Judge of the County Court where the lands lie, has power to deal summarily between the landlord and an over-holding tenant, and in a proper case the Judge will issue process to the sheriff of his county to turn out the overholding tenant forthwith.

The statutes regulating conveyances by married women seised of or entitled to real estate in their own right in Upper Canada, are, 59 Geo. III. cap. 3; 1 Wm. IV. cap. 2; 14 & 15 Vic. cap. 115, and 29 Vic. cap. 28. According to these statutes, the married woman must be twenty-one years of age and must convey the land by deed executed by her in her proper person or by her attorney duly appointed by power of attorney, jointly with her husband. If the deed or power of attorney to sell be executed in this Province, the wife must execute it in presence of a Judge of the Superior Courts or a Judge of a County Court or Surrogate Court, or of two Justices of the Peace for the county in which she resides or happens to be, and such Judge or two Justices shall examine her apart from her husband, respecting her free and voluntary consent to convey her real estate in manner and for the purposes expressed in the deed or power of attorney, and if she gives her consent, such Judge or Justices shall certify on the back thereof as to its execution by her and that she was examined apart from her husband and appeared to give her consent freely and voluntarily and without coercion or fear of coercion on the part of her husband or of any other person or persons. The Act also makes provision for cases

where the deed or power of attorney is executed in Great Britain or Ireland, or in any other Colony or foreign State. A purchaser should enquire whether the vendor is seized of the estate in his own right or in that of his wife. If the latter, the above requirements should be complied with.

An important enactment of the session of 1865, is the Act to amend the Law of Property and Trusts in Upper Canada, 29 Vic. cap. 28, and among its most useful provisions it provides that trustees, executors, &c., may apply by petition to the Court of Chancery, for opinion, advice, &c., as to the management of Trust Property, adopting the provisions of the Imperial Acts 22 & 23 Vic. cap. 35.

A WILL OF LANDS.

The right of testamentary alienation of lands is a matter depending upon Acts of Parliament, viz., 32 Henry VIII. cap. 1 (the Statute of Wills) explained by 34 & 35 Henry VIII. cap. 5, and 12 Car. II. cap. 24. All estates in fee simple are now devisable by will. The Statute of Frauds requires all devises and bequests of any lands or tenements to be in writing and signed by the party devising the same or by some other person in his presence, and by his express direction, and to be attested and subscribed in the presence of the devisor by three or four credible witnesses. Formerly this statute was law here, and no other estate would pass by will than that which the testator was seized of at the time of making his will. But by the Provincial Act 4 Wm. IV. cap. 1, it is enacted that any will affecting land executed in the presence of and attested by two or more witnesses, shall be valid, and that it shall be sufficient if such witnesses subscribe their names in presence of each other, although their names may not be subscribed in the presence of the testator. And it is further enacted that when the will contains a devise of all such real estate as the testator shall die seized of, such will shall be valid to pass any land that may be acquired after the making of

such will, as if the title to such land had been acquired before the making of the will. And that whenever land shall be devised in a will, it shall be considered that the devisor intended to devise all such estates as he was seized of in the same land, whether fee simple or otherwise, unless it appears upon the face of such will that he intended to devise only an estate for life or other estate less than he was seized of at the time of making the will. The Statute of Frauds, it may be observed, requires that the witnesses should be credible. Under the Provincial Act, however, the incompetency of the witnesses at the time of the execution of the will or at any time afterward, is not sufficient to make the will invalid. Any person to whom or to whose wife or husband any beneficial interest is given (except a mere charge for payment of debts) will be a good witness, but the bequest to such person will be void. Creditors also are good witnesses, although the will contains a charge for the payment of debts, and the mere circumstance of being appointed an executor, is no objection to a witness. It may be mentioned, however, that the statute authorising the devise of lands by married women, does not require the witnesses to sign in presence of the testatrix or of each other. As a will does not take effect until the decease of the testator, it may in the meantime be revoked, and this may be done in various ways as by marriage, or by burning, tearing or otherwise destroying the same, by the testator or some one in his presence and by his direction, with the intention of revoking the same, and also by any writing executed in the same manner as a will and declaring an intention to revoke, or by a subsequent will or codicil executed as before. Where a codicil is added, it is considered part of the will, and the disposition made by the will is not disturbed further than is necessary to give effect to the codicil. The testator may if he choose, part with any of the property comprised in his will before his death, and this is called *ademption*. The failure of a devise by

the decease of the devisee in the testator's lifetime, is called a *lapse* of the devise, and this is not prevented by the lands being given to the devisee and his heirs.

In the construction of wills, the courts have always borne in mind that a testator may not have had the same opportunity of legal advice in drawing his will as he would have had in executing a deed, and the first maxim of construction accordingly, is that the "*intention of the testator ought to be observed.*" In a deed, on the other hand, technical words are always used. If a testator devise land to the person who is heir-at-law, it is provided by 4 Wm. IV. cap. 1, that such heir takes as devisee and not by descent.

As soon as possible after the testator's death, the will should be proved in the proper Surrogate Court, and wills or devises affecting lands should be registered in the Registry Office where such lands are situated. A will, however, or probate, if recorded within twelve months after the death of the testator, will be as valid against subsequent purchasers as if the same had been recorded immediately after such death; 29 Vic. C. 24. Further time may be allowed for registration in certain cases of inability to record the will by reason of its being contested, or by any other inevitable difficulty without the devisee's wilful neglect or default, in which case it will be sufficient to register within twelve months after removal of the impediment.

MUTUAL RIGHTS OF HUSBAND AND WIFE.

1. *Rights of the husband in respect of the lands of his wife.*

By the act of marriage at the Common Law the husband and wife become in law one person, and so continue during the marriage. The wife is, as it were, merged in the husband, and before the statute hereafter mentioned the husband was entitled to the whole of the rénts and profits arising from his wife's lands, and acquired a freehold estate

therein during the continuance of the marriage. But property might then, and may still be vested in trustees for the separate use of an intended wife making provision for her independent of the debts and liabilities of the husband.

Another consequence of the unity of husband and wife was the inability of either of them to convey to the other. But a man might, and still may leave lands to his wife by his will. And by means of the Statute of Uses a man might, and may still convey lands to a third person in trust for the use of his wife.

By the Statute 22 Vic. C. 34, very important alterations were made in the law relating to married women's rights in property.

By the provisions of that statute any woman, who married before the passing of the act, whose husband had not previous to the passing of the act, by himself or his tenants, taken possession of her real property, and any woman who married since that time may hold all her real estate acquired in any way before or after marriage, except property received by a married woman from her husband during coverture, and except also property included in or affected by her marriage contract or settlement, free from her husband's debts contracted since the passing of the act, and from his control or disposition, in as full a manner as if she were unmarried, except only that it shall be liable under execution against her husband for her *torts*. And the husband cannot be deprived of any estate he may become entitled to as *tenant by the courtesy*. But this or any other estate which the husband may by virtue of his marriage be entitled to in the property of his wife, shall not during her life be subject to his debts. A married woman's property not settled by ante-nuptial contract is liable for her debts contracted before marriage in all cases where the marriage was since the passing of the act, and in case of marriage settlement on the husband the husband is liable

for such debts to the extent of the property taken under such settlement.

By the provisions of this Act also a married woman is permitted to devise her lands "to or among her child or children, issue of any marriage, and failing there being any issue, then to her husband, or as she may see fit, in the same manner as if she were unmarried." But her husband is not thereby deprived of any right he may have acquired as *tenant by the courtesy*. A *tenancy by the courtesy* occurs where the husband survives his wife, in case he has had issue by her born alive who might by possibility have inherited the estate as her heir. He thus becomes entitled to an estate for the residue of his life in such lands of his wife as she was solely seized of in fee simple, or fee tail in possession. If the wife's estate should be *equitable* only, her husband will be entitled to this estate in the same way. The wife's estate must be a several one or else held under a tenancy in common, and must be an estate in possession.

2. *Rights of the wife in the lands of her husband.*

By the act of marriage the wife becomes entitled to an estate for life upon surviving her husband in a third part of all estates of inheritance of which he was solely seized at any time during the marriage, and which her issue by this marriage might by possibility have inherited. This interest of the wife is termed her dower. To the consummation of her title to dower three things are essential. 1. A legal and canonical marriage. 2. Seisin. 3. The husband's death. Where there is an exchange of lands the widow may elect from which of the lands she will have her dower. In regard to the husband's seisin the law has been altered by our statute, 4 Wm. IV. c. 1, sec. 14, of which gives the wife dower without seisin, if the husband shall have been entitled to a right of entry or action, provided such dower be sued for or obtained within the period during which such right of entry or action might be enforced. Under

the same statute widows are entitled *in equity* to dower, also in "*equitable estates in possession*," except an estate in joint tenancy. A woman may bar her dower by joining in her own proper person or by her attorney, with her husband in a deed of conveyance thereof in which a release of dower is contained: 2 Vic. c. 6, sec. 3. A married woman may also bar her dower by executing, in her own proper person or by her attorney, either alone or jointly with other persons, a deed to which her husband is not a party, containing a release of such dower. When dower is barred by a deed to which the husband is not a party, the wife shall undergo the same examination as if she were parting with her separate property.

No arrears of Dower, nor any damages on account thereof, can be recovered for a longer period than six years.

INCORPOREAL HEREDITAMENTS.

An incorporeal hereditament is a right issuing out of a thing corporate, whether real or personal, or concerning or annexed to, or exercisable with the same, as a rent issuing out of lands or houses or the like. Reversions, remainders, executory interests, rights of way, and annuities, are all examples of incorporeal hereditaments. They must be conveyed by deed or will. This kind of property is not of a visible and tangible nature, and does not in itself admit of actual delivery.

A TERM OF YEARS.

The two principal interests of a personal nature derived from landed property, are, a term of years and a mortgage debt.

And first, a *term of years* may be created by an ordinary lease, by settlement, will or mortgage deed. All terms of years, of whatever length, possess the same attributes in the eye of the law, whether for one or a thousand years.

A *tenancy at will* may be created by parol or by deed. It arises when a man lets land to another to hold at the

will of the lessor. The tenant may be evicted whenever his landlord pleases, and the tenant himself may leave at any time. This kind of tenancy is very inconvenient and seldom adopted.

A tenancy by sufferance, is where a person who has originally come into possession by a lawful title holds over after his title has determined. A special remedy against *overholding tenants*, is provided by the Canadian Statutes, 4 Wm. IV. cap. 1, and 27 & 28 Vic. cap. 30.

A lease from year to year is a mode of letting very commonly adopted. Its advantage is that both landlord and tenant are entitled to notice before the tenancy can be determined by either of them. This notice must be given at least six months before the expiration of the current year of the tenancy. A yearly tenancy can be created by parol or word of mouth, if the rent reserved amount to two thirds at least of the full improved annual value of the lands; for if the rent do not amount to so much, the Statute of Frauds declares that such a parol lease shall have the effect of a *lease at will* only. A lease from *year to year* reserving a less rent, must be by deed. A lease at an annual rent made generally, without expressing it to be at will, and without limiting any certain period, is a lease from year to year.

A lease for a fixed number of years may, by the Statute of Frauds, be made by parol, if the term do not exceed three years from the making thereof, and if the rent reserved amount to two thirds at least of the full improved value of the land. Leases for a longer term or at a lower rent, are required by Provincial Statute 14 & 15 Vic. cap. 7, to be in writing and to be made by deed.

There is, as before mentioned, no limit to the number of years for which a lease may be granted, so long as there is a fixed time at which the term must end and from which it is to begin, and this latter may be at a future period. The lessee is liable on his express covenants during the con-

tinuance of the term, notwithstanding any assignment which he may make; but the assignee is only liable for such covenants as run with the land, which may be broken during the time the term may be vested in him, and not after he has assigned it over to another. On assigning leasehold premises, therefore, the assignee should enter into a covenant with the assignor to indemnify him against the payment of rent and performance of covenants contained in the lease. Covenants which are binding on the assignee are said to *run with the land*.

Assignments of a chattel interest in any lands are also required to be by deed by 14 & 15 Vic. cap. 7. Leasehold estates may be bequeathed by will. They are considered as personal property and devolve in the first place on the executor or administrator. A tenant for a term of years may, unless restrained by express covenants, make an underlease for any part of his term. Any assignment for any less period than the whole term, is in effect an underlease. But an underlease which comprises the whole term of the underlessor and more properly called an assignment of the lease gives him no right to distrain for rent reserved since it leaves in him no reversion to which the rent can be incident. Between the original lessor and an underlessee, no *privity* is said to exist, and consequently the original lessor's remedy for any breach of the covenants contained in the original lease, is only against the original lessee or any assignee of the whole term.

A *surrender* of a term is also required by 14 & 15 Vic. cap. 7, to be by deed. If an estate of freehold should be vested in any person who at the same time is possessed of a term of years in the same land, and no other estate should intervene, the estate of freehold will swallow up the term which will as it is expressed, become *merged* in the freehold.

Leases for a term not exceeding seven years, when the actual possession goes along with the lease, need not be registered.

Attornment is the consent of a tenant to become the tenant of another landlord, and was formerly necessary to the validity of the grant of the reversion. Its necessity, however, in these cases, was abolished by 4 & 5 Anne, cap. 16.

MORTGAGES.

Any one who has such an interest in land as can be sold, is entitled to mortgage the same. A mortgage debt is an interest in land of a *personal* nature, and no particular form is necessary. It is the conveyance by the mortgagor of his estate to the mortgagee in fee simple, or by demise for a term of years as a security for the payment of a sum of money with a condition that the instrument shall be void or that the mortgagee shall re-convey the premises upon payment of the mortgage money and interest within a limited time. Upon the failure of this condition called the proviso for redemption, the mortgagee's estate becomes absolute at law, and he may recover possession of the premises by ejectment without any demand of possession. If, when the day of payment comes, the mortgagor should repay the mortgage money and interest, the mortgagee, or in case the mortgage has been assigned, then the person entitled to the mortgage money must discharge the mortgage at the mortgagor's expense. This is done by a certificate of discharge of mortgage under the late Registry Act.

From the date of the mortgage the legal estate in fee simple belongs to the mortgagee, and the mortgagor is thenceforward unable to create any legal estate or interest in the premises. Although the day fixed for payment of the money has passed, the mortgagor has still a right to redeem the premises on payment of principal interest and costs up to the time of payment. This right to redeem is called the mortgagor's *equity of redemption*, and no agreement with the mortgagee expressed in any terms however stringent can deprive the mortgagor of this equitable right on payment within a reasonable time. But the mortgagor's

right will be barred by the Statute of Limitations after 20 years from the time the mortgagee takes possession of the mortgaged premises. When the mortgagee is in possession, the Court of Chancery will compel him to keep a strict account of the rents and profits. If the mortgagor does not repay the amount within a reasonable time after the day fixed for payment, the mortgagee can file a bill of foreclosure in the Court of Chancery against the mortgagor at any time within 20 years next after the last payment of any part of the principal or interest secured by the mortgage, in order that the mortgagee's estate in fee simple in the premises conveyed to him when the mortgage was first executed may be made absolute. The Court of Chancery, however, can direct a sale of the property at the request of either party.

In addition to the remedy by foreclosure, involving as it does, the necessity of a suit in Chancery, a more simple and less expensive remedy is now usually resorted to by inserting a power of sale in the mortgage, giving the mortgagee power to sell the premises in case of default in payment. This course prevents the delay and expense of applying to the Court of Chancery. The mortgagee is a trustee, and it is contrary to a well-known rule in equity for a trustee to purchase the estate; and if a mortgagee purchases the estate under a power of sale contained in his mortgage he still continues mortgagee, and is liable to be redeemed by the mortgagor. *Watkins v. McKellar*, 7 Grant, 584. A *legal mortgagee* may also, on default being made, serve a notice on the person in possession to pay all rents to the mortgagee; and he may sue the tenant for use and occupation of the premises. A mortgagee after default, has three remedies in order to obtain his rights. 1st. To foreclose. 2nd. To sue at common law, on the covenant to pay contained in the mortgage, and 3rd. To bring ejectment against the mortgagor or those in possession. By fore-

closure alone the mortgagee takes the land, and it becomes his own absolutely.

In England mortgages are generally by demise for a term of years so that on the mortgagee's death his executors may release the mortgage, but by our Statute 14 & 15 Vic. c. 7, the executors of a mortgagee are empowered to convey the legal estate.

By 27 & 28 Vic. c. 31, similar provisions are made as in the case of the statutes authorising short forms of conveyance, and short forms of lease. By the provisions of this Act that cumbrous verbiage which is for the most part only intelligible to a mind trained in the law, is dispensed with ; and a few simple and clearly understood words are declared to mean all that is stated in the long covenants. This also as before mentioned, now that duplicate originals of all deeds are registered in full, effects a considerable saving in the item of registration.

An *equitable mortgage* is defined to be a *deposit of title deeds* without any writing as security for a debt or loan of money.

But as it is now necessary to register all equitable liens on lands there must be some written evidence of the deposit for such purpose.

The Registry Act, 29 Vic. c. 24, enacts that "*tacking* shall not be allowed in any case to prevail against the provisions of this Act."

By 14 & 15 Vic. cap. 45, any mortgagee or any assignee of a mortgage, may receive from the mortgagor a release of the equity of redemption, or may purchase the same under any power of sale in his mortgage, without merging the mortgage debt, as against any subsequent incumbrancer.

Leaseholds are also frequently the subjects of mortgage. The term of years of which the estate consists is assigned by the mortgagor to the mortgagee, subject to a proviso for redemption or re-assignment, on payment at a given time by the mortgagor to the mortgagee, of the sum

advanced with interest. As the mortgagee is assignee of the term, he will be liable to the lessor during the continuance of the mortgage, for the payment of rent and performance of covenants in the lease; and against this liability the covenant of the mortgagor is his security. To obviate this liability, where the rent and covenants are onerous, mortgages of leaseholds are frequently made by way of *demise or underlease* for the residue of the term, less a few days at a nominal rent. By this means the mortgagee becomes tenant only to the mortgagor, and no privity is created with regard to the lessor.

OF TITLES BARRED BY LAPSE OF TIME AND OF THE LIMITATION OF ACTIONS.

By 4 Wm. IV. cap. 1, no person can bring any action for the recovery of lands, but within 20 years next after the time at which the right to bring such action shall have first accrued to him or to some person through whom he claims. A widow's right to dower is barred under this Act. But a written acknowledgment of the title of the person claiming will extend the time to 20 years from such acknowledgment. If when the right first accrues, the person entitled should be under disability, by reason of infancy, coverture, lunacy or absence from the Province, ten years are allowed from the time the person entitled shall have ceased to be under disability notwithstanding the period of 20 years may have expired, yet so that the whole period do not, including the time of disability, exceed 40 years.

Sec. 17 enacts that in case of lands granted by the Crown of which the grantee has not taken actual possession, and some other person not claiming under such grantee has been in possession, then unless such grantee had knowledge of the land being in the possession of such other person, the lapse of 20 years shall not bar the right of such grantee to bring ejectment to recover the land.

Lands of the Crown not duly surveyed and laid out, are also excepted from the above provisions, in accordance with

the maxim, "No time runs against the King." But by the 9 Geo. III. cap. 16, the Queen's prerogative is limited to 60 years. By 4 Wm. IV. cap. 1, it is also enacted that whenever a mortgagee has obtained possession of the land comprised in the mortgage, the mortgagor shall not bring a suit to redeem, but within 20 years next after the time when the mortgagee obtained possession or next after any acknowledgment of the title of the mortgagor or his right to redeem. The mortgagee has also 20 years, from the last payment of mortgage money, within which to bring his suit to foreclose or recover such land.

Money secured by mortgage, judgment or lien or otherwise charged upon or payable out of land and also legacies, are to be deemed satisfied at the end of 20 years, if no interest should be paid or acknowledgment given in the meantime.

The several lengths of uninterrupted enjoyment which will render indefeasible, rights of way or other easements, water-courses, the use of any water and the use of light for buildings, are regulated by 10 & 11 Vic. cap. 5.

Under 4 Wm. IV. cap. 1, no arrears of rent or of interest in respect of any sum of money charged upon or payable out of any land, or in respect of any legacy or any damages in respect of such arrears of rent or interest, shall be recovered by any distress, action or suit, but within 6 years after the same respectively became due, or next after an acknowledgment in writing.

Sec. 32 of the same statute, enacts that no person claiming any land or rent in equity, shall bring any suit to recover the same, but within the period allowed at law.

In every case of a concealed fraud, sec. 34 enacts that the right in equity to bring a suit for the recovery of any land or rent of which one may have been deprived by such fraud, shall be deemed to have first accrued at and not before the time at which such fraud shall, or with reasonable diligence, might have been first known or discovered,

unless in the case of a *boná fide* purchaser for valuable consideration and without notice.

REGISTRATION OF TITLES TO REAL ESTATE.

The registry of any instrument affecting lands will in equity constitute notice of such instrument to all persons claiming any interest in such lands, subsequent to such registry.

Priority of registration will in all cases prevail, unless before such prior registration there shall have been actual notice of the prior instrument to the party claiming under the prior registration.

The recent important statute 29 Vic. cap. 24, now comprises the whole Registry Law as it exists in this Province.

By its provisions there is to be a "separate Registry Office in every riding, county, union of counties and city in Upper Canada." A registrar is appointed for each, whose duty it is to attend at and keep his office open each day from 10 to 3 o'clock, except Sunday, New-year's Day, Ash Wednesday, Good Friday, Easter Monday, the Queen's Birthday, Christmas Day, and every day by proclamation of the Governor General appointed a Fast or Holiday, and no instrument shall be registered by him on the last mentioned days.

Grants from the Crown are now required to be registered in the County Registrar's Office, and any instrument whatever, in any manner affecting land in Upper Canada, either in law or equity, may now be registered, and all instruments are registered at full length.

The registration of Crown Grants is done by producing the original to the registrar and filing a true copy thereof, sworn to by some one who has compared the same with the original. All other instruments, except wills, are registered by depositing with the registrar the original or a duplicate, with the necessary affidavits. Wills should in every case be registered within one year after the death of

the testator, and are registered by producing the original and filing with the registrar a true copy, accompanied by an affidavit of one of the witnesses to the will, proving its execution, or by production of probate or letters of administration with the will annexed, under the seal of any Court in this Province or in Great Britain and Ireland, or any British Colony, Province or Possession, having jurisdiction therein, and by filing a copy of such probate or letters and an affidavit verifying such copy.

The proof required for the registration of other instruments than Crown Grants or wills, is as follows, viz. : An affidavit by one of the witnesses to such instrument, written on the instrument, setting forth the witness' name, residence and occupation ; that he was present at the execution of the original and duplicate (if any) ; where the instrument was executed ; and that he knew the parties executing, or some of them, as the case may be.

The Superior and County Courts have power by order to compel a witness to any instrument, to make the necessary affidavit for registration, upon being tendered his necessary expenses therefor.

In case of the death of a witness, the execution of the instrument may be proved before the judge of any County Court, and the instrument may be registered upon such judge's certificate endorsed upon such instrument.

Notarial copies of instruments executed in Lower Canada, the originals whereof are filed in any Notarial Office, are treated as originals for the purposes of registration.

Sheriff's deeds for taxes must be registered within 18 months after the sale by the sheriff, and deeds of lands sold under process of a court, must be registered within 6 months after the sale, to preserve priority against subsequent purchasers in good faith, who have registered their deeds.

Any person entitled to receive the money due upon a mortgage, may execute a certificate discharging such mortgage, and such certificate is valid and effectual in law as a

release of such mortgage and a reconveyance of the estate to the mortgagor and those claiming under him.

After a grant from the Crown and patent issued, any one neglecting to register any instrument to him affecting such land, shall lose his priority as against a subsequent purchaser or mortgagee for value, who shall have registered, and this extends to equitable mortgages and all other liens. But a lease for a less term than seven years, accompanied by possession, need not be registered. Plans of subdivisions of lands are required to be lodged with the registrar under a penalty of \$20 a month for refusing to register the same.

By this statute the appointment of an officer, called the Inspector of Registry Offices is authorised, whose duty it is to inspect all Registry Offices and the books, documents, and papers therein, and to preserve a general uniformity of practice the want of which has been so long felt by conveyancers. He is in fact to have a general supervision of the Registry Offices, and when necessary, to enforce the provisions of the law in respect to the same.

Hitherto, inconvenience has often been felt by registrars refusing personal inspection of the books of the office. This statute expressly declares the right of every one upon payment of the proper fees to inspect the books for themselves and the facilities for searching titles are very much increased by its provisions.

CLAIMS TO LANDS IN UPPER CANADA FOR WHICH NO PATENTS HAVE ISSUED.

The Heir and Devisee Commission under 8 Vic. c. 8, is composed of the Judges of the Superior Courts of Law and Equity, and such other persons as may be appointed by commission under the great seal. The duties of the commissioners are to ascertain, determine, and declare in all cases brought before them, who is the party to whom the patent ought to issue for the lands to which such claims relate, whether made by heirs, devisees, or assignees, of the original nominee of the crown.

Every assignee of a crown land claim should give notice thereof to the proper crown lands agent as soon as possible after the assignment to him.

PROPERTY OF RELIGIOUS INSTITUTIONS.

By 9 Geo. IV. c. 2, and 8 Vic. c. 15, religious societies and congregations of christians in Upper Canada can hold lands for the site of a church, chapel, meeting-house, burial ground, or residence of the minister, or for the support of public worship and the propagation of christian knowledge, but not for any other purpose. They must appoint trustees to hold and possess the lands and to maintain and defend actions.

A deed to such trustees must be registered within 12 months after its execution. The trustees may, by 13 & 14 Vic. c. 78, mortgage lands so held, to secure a debt contracted for the building, repairing, extending or improving a church, or for the purchase of the land, or may borrow money on mortgage for such purposes.

By 18 Vic. c. 119, grantees by patent or trustees may lease lands for 21 years, and renew such lease at the expiration of any or every term of 21 years, and may bind their successors to pay for improvements on a valuation. The consent of the congregation to such leases must be signified by the votes of a majority of the members present at a meeting duly called for the purpose. Trustees may sue or distrain for rent in arrear as ordinary landlords. When lands held by trustees become unnecessary to be retained for the use of a congregation or religious body, and it is deemed advantageous to sell the land; the trustees after giving public notice of an intended sale for four successive weeks in a weekly paper may sell the land by public auction or private sale, and before the deed is executed the congregation must be duly notified thereof, and the sanction of the Court of Chancery obtained for the execution of the deed.



THE CANADIAN CONVEYANCER.

AFFIDAVIT OF EXECUTION OF DOCUMENT UNDER NEW REGISTRY ACT, 29 VIC. CAP. 24.

County of } I, of make
To wit : } oath and say :

1. That my name, place of residence, and occupation or calling are correctly set forth as above.

2. That I was present and did see the within Indenture, and also a duplicate thereof, duly executed, signed, sealed and delivered by the within named and that I am a subscribing witness to such execution; and that the said within Indenture, and also the duplicate thereof, were respectively executed as aforesaid, at

3. That I know the said the parties to the said within Indenture.

Sworn before me, at }
this day of A.D. 18 }

A Commissioner, &c., in B. R., in and for the County of

AFFIDAVIT OF EXECUTION OF DOCUMENT UNDER NEW REGISTRY ACT 29 VIC. CAP. 24.

(Another Form.)

County of } I, make oath and
To wit : } say :

1. That my name, place of residence, and are correctly set forth as above.

2. That I was present and did see the execution of the within Instrument and by part thereto; and that I am a subscribing witness to such execution; and that the said Instrument and executed at

3. That known to me.

Sworn before me, at
in the County of this }
day of A.D. 186 }

A Commissioner for taking Affidavits.

In reference to the Forms of Affidavits under the New Registry Act, 29 Vic. cap. 24, it must be observed that the Affidavit must be *endorsed* (not *annexed*) on the Instrument.

There must be sworn testimony as to the signature and execution of all the Grantors.

It is preferable that the Affidavit should be made before the Registrar of the County in which the lands lie, as he is a well-known officer, and his signature easily proved; but any of the following parties will do, namely: A Judge of one of the Superior Courts of Law—a Judge of a County Court within his County—or a Commissioner authorized to take Affidavits by one of the Superior Courts.

If the witness does *not* know the parties executing the deed, the blank in the Affidavit may be filled up with the words "they are not." If the witness is acquainted with one or more of the parties, and not the whole of them, the fact should be stated.

The Act speaks of "one of the witnesses swearing" to the Affidavit, and in another place "the witness." To be *perfectly* safe, there should be *two* witnesses.

There appear to be doubts as to the necessity of having an Affidavit on the duplicate of the deed. The trouble, however, is so trifling, that it is recommended to have one.

AFFIDAVIT OF CLAIM ON INSOLVENT ESTATE.

Insolvent Act of 1864.

IN THE MATTER OF A. B., an Insolvent, and C. D.,
 Claimant, I, C. D., of being duly sworn in
 depose and say :

1. I am the Claimant (or the duly authorized Agent
 of the Claimant in this behalf and have a personal
 knowledge of the matter hereinafter deposed to
 or a member of the firm of Claimants in the matter
 and the said firm is composed of myself and of E.
 F. of)

2. The Insolvent is indebted to me (or to the
 Claimant) in the sum of \$ for (here state the
 nature and particulars of the claim for which purpose
 reference may also be made to accounts or documents
 annexed.)

3. I (or the Claimant) hold no security for the claim,
 or I (or the Claimant) hold the following and no other
 security for the claim, namely (state the particulars of
 the security.)

4. To the best of my knowledge and belief, the secu-
 rity is of the value of \$

Sworn before me at }
 this day of A.D.18 }

AFFIDAVIT.

(General Form.)

County of	}	I, A. B., of	in the
To wit :		County of	yeoman (or
or United Counties		<i>other proper designation</i>) make	
of and		oath and say :	
To wit :	}	1. That, &c., &c. (<i>Here state</i>	

the matter to be sworn to, plainly and accurately. If the affidavit relates to more matters than one, then, having disposed of one matter in the first paragraph, go on to a second, as follows :)

2. That, &c., &c., (and so on, with as many paragraphs as may be necessary, confining each paragraph to a distinct matter, and commencing each in a new line.)

Sworn before me at
in the County of this }
day of A.D. 18

C. D., J. P., or Commissioner, &c., for County of

AFFIRMATION.

(General Form.)

County of	}	I, A. B., of	in the
To wit :		County of	yeoman (or
or United Counties		<i>other proper designation</i>), do	
of and	}	solemnly and sincerely affirm and	
To wit :		declare as follows :	

1. That, &c., &c., (*as in an Affidavit.*)

Affirmed before me }
at in the County }
of this day }
of A.D. 186

C. D., J. P., or Commissioner, &c., for the County of

OATH OF RESIDENCE.

(For Naturalization)

I, A. B., do swear (*or, being one of the persons allowed by law to affirm in judicial cases, do affirm*) that I have

resided three years in this Province, with intent to settle therein, without having been during that time a stated resident in any foreign country. So help me God.

OATH OF ALLEGIANCE.

(*Ditto.*)

I, A. B., do sincerely promise and swear (*or, being one of the persons allowed by law to affirm in judicial cases, do affirm*) that I will be faithful and bear true allegiance to Her Majesty Queen Victoria, as lawful Sovereign of the United Kingdom of Great Britain and Ireland, and of the Province of Canada, dependent on and belonging to the said United Kingdom, and that I will defend her to the utmost of my power against all traitors, conspiracies, and attempts whatever which shall be made against Her Person, Crown, and Dignity; and that I will do my utmost endeavor to disclose and make known to Her Majesty, Her Heirs and Successors, all treasons and traitorous conspiracies and attempts which I shall know to be against Her or any of them; and all this I do swear without any equivocation, mental evasion or secret reservation, and renouncing all pardons and dispensations from any person or persons whatever to the contrary. So help me God.

AGREEMENT FOR SALE OF LAND.

ARTICLES OF AGREEMENT, made this day of
 A. D. 18 BETWEEN of the first part;
 and of the second part: WHEREAS the said
 part of the first part ha agreed to sell to the
 part of the second part, and the part of the

second part ha agreed to purchase of and from the
said part of the first part ALL AND SINGULAR th
 certain parcel or tract of land, being composed of
 TOGETHER with all the privileges and appurtenances
thereto belonging, at or for the price or sum of
of lawful money of Canada, payable in manner and on
the days and times hereinafter mentioned, that is to say :

NOW IT IS HEREBY AGREED, between the parties
aforesaid, in manner following, that is to say, the said
part of the second part, for sel heirs, execu-
tors and administrators, do covenant, promise and
agree, to and with the said part of the first part,
heirs, executors, administrators and assigns, that he or
they shall and will well and truly pay or cause to be
paid to the said part of the first part, heirs, exe-
cutors, administrators and assigns, the said sum of
money, together with the interest thereon, on the days
and times and in manner above mentioned ; and also
shall and will pay and discharge all taxes, rates and
assessments wherewith the said land may be rated or
charged from and after this date.

IN CONSIDERATION WHEREOF, and on payment of the
said sum of money, with interest as aforesaid, the said
part of the first part do for sel heirs,
executors, administrators and assigns, covenant, promise
and agree, to and with the said part of the first part,
 heirs, executors, administrators and assigns, that he or
they shall and will well and truly pay or cause to be
paid to the said part of the first part, heirs, exe-
cutors, administrators and assigns, the said sum of money,
together with the interest thereon, on the days and
times and in manner above mentioned ; and also shall
and will pay and discharge all taxes, rates and assess-

ments wherewith the said land may be rated or charged from and after this date.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest as aforesaid, the said part of the first part, do for sel heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said part of the second part, heirs, executors, administrators or assigns, to convey and assure, or cause to be conveyed and assured, to the said part of the second part, heirs or assigns, by a good and sufficient deed in fee simple, at the expense of the said part of the second part, with the usual covenants of warranty, the said piece or parcel of land, with the appurtenances, freed and discharged from all dower and other incumbrances, but subject to the conditions and reservations expressed in the original grant from the Crown; AND shall and will suffer and permit the said part of the second part heirs and assigns, to occupy and enjoy the same, until default be made in the payment of the said sum of money, or any part thereof, on the days and times and in manner above mentioned; subject, nevertheless, to impeachment for voluntary or permissive waste. AND it is expressly understood that time is to be considered the essence of the agreement, and unless the payments are punctually made the said part of the first part at liberty to re-sell the said land.

In Witness, &c.

AGREEMENT FOR SALE OF LAND.

(Another Form.)

ARTICLES OF AGREEMENT, made and entered into the day of A.D. 18 , between of the first part; and of the part, as follows: that is to say, the said part of the first part, for heirs, executors, administrators, and assigns, do hereby contract and agree with the said part of the part, to sell and convey to heirs, executors, administrators, and assigns, and the said part of the part, for heirs, executors, administrators, and assigns, do hereby contract and agree with the said part of the first part, to purchase of, and from the said part of the first part, heirs, executors, administrators, and assigns, all and singular th certain situate, lying, and being in the in the County of in the Province of And the freehold and inheritance thereof in fee simple in possession, free from all incumbrances, except the reservations contained in the original grant thereof from the Crown, at, and for, the price, or sum of of good and lawful money of the said Province, to be paid by the said part of the part, heirs, executors, administrators, or assigns, to the said part of the first part, heirs, administrators, or assigns, in manner following, that is to say,

AND IT IS AGREED between the said parties hereto that the said part of the part, heirs, executors, administrators, and assigns, shall and may take, have, and keep possession of the said premises upon, and thenceforth, from the day of in the year 18 , until and unless default shall be made in the due and

punctual payment and satisfaction of . And that the said part of the part, heirs, executors, administrators, and assigns, shall pay all taxes and satisfy all statute labour thenceforward, after such possession charged or imposed upon the said premises whatever. And that the said part of the part, heirs, executors, administrators or assigns, shall not by any means, or under any pretence do, or cause or permit to be done, any matter or thing whatsoever, by means whereof the said premises may in any manner suffer injury, or damage, or by which the value thereof may in any way be depreciated; and that the said part of the part, heirs, executors, administrators, or assigns, or any of them, shall not assign, transfer, or set over this Article of Agreement, or the possession or occupation of the said premises, or any portion thereof, to any person or persons whomsoever without the written consent of the said part of the first part, heirs, executors, administrators, or assigns, firstly had and obtained for that purpose until such time as the And that in case default shall be made in the payment of contrary to this agreement, it shall be lawful to and for the said part of the first part heirs, executors, administrators, and assigns, to re-enter upon and take and keep possession of the said premises, and to eject, put off and remove all occupants therefrom as if this agreement had never been made and entered into. And upon the punctual payment of the said purchase money and of and the due fulfillment by the said part of the part, heirs, executors, administrators, and assigns, of all and singular the covenants and agreements in these presents declared to be incumbent upon them to observe, do, and perform,

precisely in the manner herein provided, the said part of the first part, for heirs, executors, administrators, and assigns, do hereby covenant and agree with the said part of the part, to make, execute and deliver to the said part of the part, heirs, executors, administrators, and assigns, a good and sufficient deed of conveyance of the said premises, and of the frechold and inheritance thereof in fee simple in possession free from all incumbrances, and containing a release of Dower from the wife of any grantor, in pursuance of these presents, thereof, if any such wife there be then or thence after possibly to be entitled to the same, and the said deed shall moreover contain all the usual covenants for title. Provided always that the said part of the part, heirs, executors, administrators, or assigns, shall pay or cause to be paid the sum of of money as aforesaid to such wife in consideration of such release of dower as aforesaid, And the said part of the part, do hereby for heirs, executors, administrators, and assigns, covenant with the said part of the first part, heirs, executors, administrators, and assigns, truly and punctually to pay the whole of the said purchase money, at the times and in manner hereinbefore prescribed for such purpose, and furthermore truly to observe, do, and perform, or cause and procure to be truly observed, done and performed, all and singular the various covenants and agreements in these presents prescribed and declared to be incumbent upon them to observe, do, fulfill, abide by, and perform, without any defalcation, abatement, evasion or delay, And for the true performance and fulfillment of their respective parts of this agreement, each of the said parties hereto doth

hereby respectively bind heirs, executors, administrators, and assigns, unto the other of them heirs, executors, administrators, and assigns, in the penal sum of of lawful money as aforesaid, to be truly paid by the party in default unto the other of them, heirs, executors, administrators and assigns.

In witness, &c.

Signed, sealed, &c.

APPRENTICESHIP INDENTURE.

THIS INDENTURE, made the day of A. D. 18 WITNESSETH that of in the County of in the Province of HATH put and placed out, AND by these presents, BOTH put and place out AND the said doth hereby put, place, and bind out himself as an Apprentice to of to learn the Art, Trade, or Mystery of and with his said Master, after the manner of an Apprentice, to serve from the day of 18 , until the full end and term of years from thence next ensuing, and fully to be complete and ended.

DURING ALL WHICH time the said Apprentice shall well and faithfully serve his said Master, his secrets keep, his lawful commands every where and at all times readily obey. He shall do no damage to his said Master, nor suffer any to be done by others; and if any to his knowledge be intended, he shall forthwith give his said Master seasonable notice thereof. He shall not waste the goods of his said Master, nor lend them unlawfully to any. He shall not play at cards, dice, or other unlawful games. He shall not contract matrimony during the said term. He shall not haunt

or frequent Taverns, Drinking Saloons, or places of Gaming, nor absent himself from the service of his said Master. BUT in all things, and at all times, during the said term, he shall behave himself towards his said Master and all his, as a good and faithful Apprentice ought to do. FOR THE DUE AND FULL observance and performance of all which said Articles by the said Apprentice, the said and with the said do hereby respectively covenant, promise, and agree.

IN CONSIDERATION WHEREOF, the said doth hereby covenant with the said that he will at all times, during the said term, to the best of his means and ability, teach and instruct, or cause to be taught and instructed, his said Apprentice in the Art, Mystery, or Trade of a which he useth; and also pay unto the said for the use of his said Apprentice, the several sums following, that is to say :

And the said agrees to find unto the said Apprentice, during the said term

In Witness, &c.

APPRENTICESHIP INDENTURE.

(Another Form.)

THIS INDENTURE, made the day of 18 ,
 BETWEEN of the in the County of
 and Province of of the first
 part, his son, now of the age of fifteen years,
 of the second part, and of the same place,
 of the third part, WITNESSETH, That the said
 with the consent of his said son (a minor now

of the age of fifteen years or thereabouts), testified by his being a party to and executing these presents, doth hereby put, place, bind, and indent him the said _____ to the said _____ to learn the art and trade of a _____ and with him, the said _____ his executors, administrators, and assigns, after the manner of an apprentice to dwell and serve from the day of the date hereof until the _____ day of _____ 18____, being a period of _____ years, when the said minor will arrive at the age of twenty-one years.

And the said _____ doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said _____ his executors, administrators, and assigns, that during the said term of _____ years the said _____ shall well and faithfully serve the said _____ his secrets keep and lawful commands at all times obey, and shall give and devote to him his whole time and labor; that he shall not marry during said term, nor use ardent spirits, nor practise gaming or any other unlawful sports, nor waste, injure, or destroy the property of his master, but conduct himself in a sober, temperate, honest manner, and as a good and faithful apprentice ought to do, during all the time aforesaid.

And the said _____ for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said _____ his executors and administrators, that he, the said _____ his executors and administrators, shall and will teach and instruct, or cause to be taught and instructed, the said _____ in the art, trade, and mystery of a _____ and shall and will find and provide for the said apprentice sufficient meat, drink, apparel, washing, and lodg-

ing during the said term ; and at the expiration thereof shall and will give his said apprentice two suits of apparel (*any other special terms may be here inserted*); and the said further agrees to pay to the said father of the said the following sums of money, to wit : which said payments are to be made on the day of in each year.

And for the true performance of all and singular the covenants and agreements hereinbefore contained, the said parties bind themselves each unto the other, jointly by these presents.

IN WITNESS whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, &c.

INDENTURE OF APPRENTICESHIP FOR A GIRL TO LEARN HOUSEWORK, &c.

THIS INDENTURE, made the day of 18 ,
BETWEEN of the Township of in the County
of widow of the first part her daughter,
now of the age of of the second part, and
of the same township, of the third part, WIT-
NESSETH that the said by and with the consent
of the said her mother, testified by her execu-
tion of these presents, hath bound and put herself,
and by these presents doth bind and put herself
apprentice to the said with him to dwell and
serve from the day of the date hereof until the full end
of the term of next ensuing, fully to be completed
and ended ; during which term the said her
said master faithfully shall and will serve in all lawful

business, according to her power and ability, and honestly and obediently in all things demean and behave herself toward her said master during the term aforesaid.

AND the said shall and will teach and instruct, or cause to be taught and instructed, the said apprentice in sewing, knitting, and house-wifery, the management of the dairy, and all matters connected with the calling of a farmer, properly to be taught to her the said apprentice, together with reading, writing, and the other usual branches of a common school education; and shall and will during the said term find, provide, and allow her sufficient meat, drink, clothing, lodging, washing, and all other necessities; and at the expiration of the term aforesaid shall and will give unto the said apprentice two suits of apparel.

In Witness, &c.

Signed and sealed, &c..

ARBITRATION DEED.

THIS INDENTURE, made the day of A. D.
18 , BETWEEN of the first part, and
of the second part.

WHEREAS disputes and differences have arisen, and are now depending, between the said parties of the first and second parts in reference to (*state matters in dispute*) and in order to put an end thereto, and to obtain an amicable adjustment thereof, the said parties of the first and second parts have respectively agreed to refer the same to the Arbitrament, final end and determination of and Arbitrators, indifferently chosen, by and on behalf of the said parties respectively :

and in the event of the said two Arbitrators hereby appointed, not being able to agree within one month from the date of these presents upon their said award, then it shall and may be lawful for them to appoint some fit person as third arbitrator, by a memorandum, in writing, under their hands, to be endorsed on these presents; and the award of any two of them shall be final and conclusive, both at Law and in Equity, upon both of the said parties hereto, such award to be made in writing, on or before the day of next.

NOW THIS INDENTURE, WITNESSETH, that the said parties hereto do, and each of them doth, each for himself severally and respectively, and for his and their respective heirs, executors, and administrators, covenant, promise, and agree to and with each other his and their heirs, executors, and administrators well and truly to stand to, obey, abide by, observe, perform, fulfil, and keep the Award, Order, Arbitrament and final determination of the Arbitrators hereby appointed or in the event of it having been necessary to appoint such third Arbitrator as aforesaid to stand to, obey, abide by, observe, perform, fulfil and keep the award, order, arbitrament and final determination of any two of them of and concerning the premises aforesaid or anything in any manner relating thereto so as the said award of the said Arbitrators be made in writing under their hands, or under the hands of any two of them (in the event of any such appointment as aforesaid).

AND IT IS HEREBY AGREED, that the said Arbitrators hereby appointed, or in the event of any such appointment being made as aforesaid, any two of them shall be at liberty, by writing, under their hands, respectively endorsed on these presents to enlarge the time for

making the said award when and as often and to such times as they shall think fit. AND ALSO, that all the costs and charges attending the said Arbitration shall be in the discretion of the said Arbitrators hereby appointed, or in the event of such appointment of a third Arbitrator as aforesaid, of any two of them so making their award as aforesaid, and shall be paid and satisfied pursuant to their award. AND ALSO, that these presents shall be made a Rule of Her Majesty's Court of Queen's Bench or Common Pleas, at Toronto, to the end that the said parties respectively may be finally concluded by the said Arbitration, pursuant to the Statute in such case made and provided.

AND FOR the full performance of the said award so to be made as aforesaid, the said parties hereto bind themselves, severally and respectively, their several and respective heirs, executors, and administrators, each to the other of them respectively, in the penal sum of lawful money of Canada, firmly by these presents.

In Witness, &c.

Signed, sealed, &c.

ARBITRATION DEED.

(Another Form.)

THIS INDENTURE, made the day of A. D. 18 , BETWEEN of, &c., of the one part, and of, &c., of the other part. WHEREAS certain differences have arisen between the said and the said respecting, &c. [*here state concisely the subject-matter in dispute*]; and it is agreed by and between the said and to refer the said

difference [or *all matters in difference between them*] to the award, order, final end and determination of of, &c., and of, &c., arbitrators, nominated by the said and respectively ; and in case they disagree about making an award, or fail to make an award, before the day of next, then to the award, umpirage, final end and determination of such umpire as the said arbitrators shall by writing under their hands, endorsed on these presents, before they enter upon the consideration of the matters referred, nominate and appoint.

NOW THIS INDENTURE WITNESSETH, that they, the said and do, and each of them for himself, severally and respectively, and for his several and respective heirs, executors, and administrators, doth covenant, promise, and agree with and to each other, his executors and administrators respectively, that the said differences [or *all matters in difference*] between the said and be forthwith referred to the award, order, arbitrament, final end and determination of the said and and in case they disagree about making an award, or fail to make an award, before the day of next then to the award, umpirage, final end and determination of such umpire as the said arbitrators shall by writing under their hands, endorsed on these presents, before they enter upon the consideration of the matters referred, nominate and appoint: so as the said arbitrators or umpire his or their award or umpirage make and publish in writing under his or their hands of and concerning the premises, ready to be delivered to the parties or to either of them, or, if they or either of them shall be dead before the making of the award or umpirage, to their respective personal

representatives who shall require the same, on or before the day of next, or on or before any other day to which the said arbitrators or umpire shall by any writing signed by him or them, endorsed on these presents, from time to time enlarge the time for making such award or umpirage; and the said and respectively, and their respective executors and administrators, shall and will perform, fulfil, and keep the said award or umpirage so to be made as aforesaid, and that the death of either of the said parties shall not operate as a revocation of the power and authority of the said arbitrators or umpire to make said award or umpirage; and that all costs and charges of this reference and of the said award shall be in the discretion of the said arbitrators or umpire, who shall direct and award by whom and to whom and in what manner the same shall be paid: And, further, that the said and and each of them, shall and will produce unto and deposit with the said arbitrators or umpire all deeds, books, papers, evidences, and writings touching or relating to the matters in difference in their respective possessions or power as the said arbitrators or umpire shall think fit: And that each of them shall and will submit to be examined upon oath, if thought necessary by the said arbitrators or umpire, and will as far as in them lies respectively do all such other acts and things as the said arbitrators or umpire shall require for the better enabling him or them to make the said award: And, further, that if either of the said parties shall obstruct or prevent the said arbitrators or umpire from making an award by affected or wilful delay, or by not attending after reasonable notice, and without such excuse as the said arbitrators or umpire shall be satisfied

with and adjudge to be reasonable, it shall be lawful for the said arbitrators or umpire to proceed ex parte: And, further, that neither of them, the said and shall or will prosecute any action or suit in any court of law or equity against the other of them, or bring or prefer any bill in equity against each other of or concerning the premises until the said award be made and published: And further, that this submission shall be made a rule of her majesty's court of if that court shall so please: And, further, that the said arbitrators or umpire shall take the said arbitration at aforesaid, and have power to call for and examine all witnesses upon oath, and have the assistance of accountants in adjusting and ascertaining the state of the accounts of the said parties in difference.

In Witness, &c.

Signed, sealed, &c.

ARBITRATION BOND.

KNOW ALL MEN BY THESE PRESENTS, that of held and firmly bound to of in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators, or assigns; for which payment to be well and truly made bind heirs, executors, and administrators for ever firmly by these presents.

SEALED with seal, dated this day of in the year of our Lord 18 .

WHEREAS disputes and differences have arisen, and are now pending between the above bounden

and the said touching and concerning (*state subject matter in dispute as in deed*).

AND WHEREAS, the above bounden and the said have agreed to refer such disputes and differences as well as all actions, suits, controversies, accounts, reckonings, matters and things in anywise relating thereto, to the award, arbitrament and determination of Arbitrators, nominated, appointed and chosen as well by and on the part and behalf of the above bounden as of the said and who have consented and agreed to accept the burthen of the said arbitration :

NOW THE CONDITION of the above written Bond or Obligation is such, that if the above bounden do and shall well and truly submit to, abide by and perform the award, arbitrament and determination of the said arbitrators so nominated, appointed and chosen as aforesaid, touching and concerning the matters in dispute between the above bounden and the said and so referred to them, the said arbitrators as aforesaid (provided such award be made in writing under the hands and seals of the said arbitrators, ready to be delivered to the said parties, or such of them as shall apply for the same, on or before the day of in the year of our Lord 18), Then this Obligation shall be void, otherwise to be and remain in full force and virtue.

AND IT IS HEREBY AGREED between the said parties in difference, that these Presents and the submission hereby made of the said matters in controversy, shall be made a Rule of Her Majesty's Court of Queen's Bench or Common Pleas, at Toronto, pursuant to the Statute in that behalf; And that all books, papers,

vouchers, entries or memoranda in the power, custody, or possession of the said parties shall be produced to the said Arbitrators or Umpire; and that all witnesses produced to the said Arbitrators or Umpire shall be sworn by them; And that all costs and charges attendant on the drawing of these Presents and of the said Arbitration and Award shall be in the discretion of the said Arbitrators or Umpire.

Signed, sealed, &c.

AFFIDAVIT OF EXECUTION OF ARBITRATION BOND.

County of , } I, Y. Z., of, &c., make oath and
to wit: } say,

1. That I was present and did see the annexed Arbitration Bond duly signed, sealed, and delivered by the therein-named A. B., and that I am the subscribing witness to the execution of the said bond

Y. Z.

Sworn before me at in the County of ,
this day of , 18 .
E. F.

A Commissioner, &c., in B. R. for County of .

If the affidavit is intended for use in a court of law, it must be entitled in the court.

APPOINTMENT OF UMPIRE.

WE, the within named and do hereby
nominate and appoint of to be umpire
between us in and concerning the matters in difference
within referred [on condition that he do, within

days from the date hereof, by some writing under his hand, accept the umpirage].

Witness our hands this day of , A.D. 18 .

Witness .

ENLARGEMENT OF TIME FOR MAKING AWARD.

WE, the undersigned arbitrators, by virtue of the power to us given for this purpose, do hereby appoint, extend, and [*if a second enlargement, "further"*] enlarge the time for making our award until the day of next, on or before which said day our award in writing of and concerning the matters in difference within mentioned and referred to us shall be made and published.

IN WITNESS WHEREOF, we have set our hands the day of , A.D. 18 .

Witness, .

ENLARGEMENT OF TIME BY THE PARTIES.

WE, the within-named and for ourselves severally and respectively, and for our several and respective heirs, executors, and administrators, do hereby give, grant, and allow unto the within-named arbitrators further time for making their award of and concerning the several matters within referred to them, until the day of next.

IN WITNESS WHEREOF, we have hereunto set our hands [*or, if the submission was by bond or deed, say, "our hands and seals"*], the day of , A.D. 18 .

Witness, .

APPOINTMENT OF THIRD PERSON AS ADDITIONAL ARBITRATOR.

WE, the within-named and do, by this *memorandum* under our hands [made before we enter or proceed on the arbitration within mentioned] nominate and appoint of , the third person or arbitrator, to whom, together with ourselves, all matters in difference between the said parties within mentioned shall be referred, according to the tenor and effect of the within [deed].

WITNESS our hands this day of , 18 .

Signed in the presence of

ASSIGNMENT OF AGREEMENT TO PURCHASE.

WHEREAS, the within named C. D. hath duly paid to the within named A. B. the sum of being the amount of the first two instalments of the purchase money within mentioned, together with all interest upon such purchase money up to the day of last, according to the terms and provisions of the within written articles, and there now remains to be paid the sum of only, by equal annual instalments of each with interest from the day of last. AND WHEREAS the said C. D. hath contracted and agreed with E. F. of for the sale to him of the within mentioned premises [and the improvements thereon] and all his right and title thereto and estate and interest therein under or by virtue of the within written agreement, at the price or sum of but subject nevertheless to the payment by him the said E. F., his heirs, executors or administrators, unto the said A. B., his

executors or administrators, of the said sum of residue of the original purchase money aforesaid and interest thereon from the period aforesaid.

NOW THESE PRESENTS WITNESS that in pursuance of such agreement and in consideration of the sum of of good and lawful money aforesaid to him the said C. D. in hand paid by the said E. F. at or before the execution hereof, the receipt whereof he the said C. D. doth hereby acknowledge, he the said C. D. hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto the said E. F., his heirs and assigns, ALL AND SINGULAR the within mentioned and described parcel or tract of land and premises and therein described as being Lot No. in the concession of together with all the right, title, and interest of him the said C. D. of in and to the within written articles of agreement, covenants, and the lands and premises therein referred to, and all improvements thereon, and all benefit and advantage to arise therefrom, or from the penal sum of thereby secured; TO HAVE AND TO HOLD, receive and enjoy, the said assigned premises unto the said E. F., his heirs, executors, administrators, and assigns, from henceforth, for his and their own use and benefit forever.

AND THE SAID C. D. doth hereby make, ordain, authorise, constitute and appoint the said E. F., his heirs, executors, administrators and assigns, his true and lawful attorney and attornies, irrevocable for him the said C. D., and in his name, but for the sole use and benefit of the said E. F., his heirs, executors, and administrators, to demand, sue for, recover and receive of

and from the within named A. B., his heirs, executors, or administrators, all such sum or sums of money and damages as shall or may at any time or times hereafter accrue or grow due to him the said C. D., his heirs, executors, administrators or assigns, under or by virtue of the said recited articles of agreement and covenants, or any matter, clause or thing therein contained, by reason or on account of the breach or default of him the said A. B., his heirs, executors, or administrators, in relation thereto; the said C. D. hereby also COVENANTING with the said E. F., his heirs, executors, and administrators, that he hath not done or suffered, nor will he do or suffer any act, matter, or thing whereby the said E. F., his heirs, executors, or administrators, shall or may be hindered or prevented from commencing, and prosecuting any action or actions, suit or suits at law or in equity for the recovery of any principal money or damages under or by virtue of the said articles of agreement and covenants referred to, or enforcing the performance of the said articles of agreement, or obtaining such other satisfaction as can or may be had or obtained for the same by virtue thereof; And the said E. F. doth hereby for himself, his heirs, executors and administrators, covenant with the said C. D. his heirs, executors and administrators, that he, the said E. F., his heirs, executors, or administrators, shall and will well and truly pay to the said A.B., his executors or administrators, the aforesaid sum of

residue of the purchase money aforesaid, and all the interest thereon now or hereafter to become due by the instalments and at the times mentioned and provided therefor in and by the said recited articles of agreement, and therefrom shall and will indemnify and forever save harmless the said C. D., his heirs, executors, and admini-

strators, and his and their goods and chattels, lands and tenements by these presents.

In witness, &c.

Receipt for consideration to be endorsed.

ASSIGNMENT OF ARTICLES OF CLERKSHIP.

THIS INDENTURE, made the day of A.D. 18 , between A. A. of Gentleman, one of the Attorneys of Her Majesty's Courts of Queen's Bench and Common Pleas for Upper Canada, and a Solicitor of the Court of Chancery of the first part; C. C. of and D. C. (the clerk), son of the said C. C., of the second part, and E. F. of Gentleman, one of the Attorneys of Her Majesty's said Courts and a Solicitor of the Court of Chancery of the third part; Whereas by Articles of Clerkship bearing date the day of A.D. 18 , made between the said A. A. of the one part and the said C. C. and D. C. his son of the other part, the said D. C. of his own free will did put, place and bind himself Clerk to the said A. A. to serve him from the day of the date thereof for, and during, and unto the full end and term of five years from thence next ensuing, and fully to be complete and ended, subject to the several covenants and conditions therein contained.

AND WHEREAS the said D. C. hath served the said A. A. as his Clerk from the day of the date of the said Articles to the day of the date of these presents; And whereas it has been agreed that the said A. A. shall assign to the said E. F. all benefit and advantage of him the said A. A. under or by virtue of the said recited Articles of Clerkship for all the residue now to come

and unexpired of the said term of five years; And it has been further agreed that the said D. C. shall put, place and bind himself as clerk to the said E. F. from the day of the date of these Presents for the remainder of the said term.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement he the said A. A., at the request and with the consent of the said C. C. and D. C. testified by their respectively being parties to these presents hath assigned, transferred and set over, and by these presents doth assign, transfer and set over unto the said E. F. all benefit and advantage, interest, claim and demand whatsoever of him the said A. A. under the hereinbefore in part recited Articles of Clerkship, and the service of him the said D. C. under or by virtue of the same, to have and to hold all right and interest whatsoever of him the said A. A. in and to the service of him the said D. C. under or by virtue of the same unto the said E. F. his executors, administrators and assigns.

And this Indenture further witnesseth, that the said D. C. of his own free will and by and with the consent and approbation of the said C. C. testified as aforesaid, hath put, placed and bound himself, and by these presents doth put, place and bind himself clerk to the said E. F., to serve him from the day of the date of these presents for and during the remainder of the said term of five years, and fully to be complete and ended.

And the said C. C. for himself, his heirs, executors, and administrators, doth covenant with the said E. F., his executors, administrators, and assigns, by these presents in manner following, that is to say, that the said D. C. will well and faithfully serve the said E. F. as his

Clerk, &c. (*the rest of the form may be taken from that of the original Articles, but confining the service and covenants to the remainder of the term.*)

In witness, &c.

Signed, Sealed, &c.

ASSIGNMENT OF APPRENTICESHIP INDENTURE.

KNOW ALL MEN BY THESE PRESENTS, THAT I, the within named by and with the consent of my within named apprentice, and his father (*or as the case may be*), parties to the within Indenture, testified by their signing and sealing these presents, for divers good causes and considerations have assigned and set over, and do hereby assign and set over, the within Indenture, and the said the apprentice within named, unto of the of his executors, administrators, or assigns, for the residue of the within mentioned term, he and they performing all and singular the covenants therein contained on my part to be kept and performed.

AND I, the said do hereby covenant on my part, with the consent of my father, the said faithfully to serve the said as an apprentice for the residue of the term within mentioned, and to perform toward him all and singular the covenants within mentioned on my part to be kept and performed.

AND I, the said for myself, my executors, administrators, and assigns, do hereby covenant to perform all and singular the covenants within mentioned on the part of the said to be kept and performed toward the said apprentice.

WITNESS our hands and seals this day of
18 .

ASSIGNMENT OF A BOND BY ENDORSEMENT.

KNOW ALL MEN, &c., that for and in consideration of the sum of of good and lawful money of Canada, by E. F., of to the within mentioned obligee, C. D. in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said C. D. hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said E. F. his executors, administrators, and assigns, the within written bond or obligation, and all principal and interest money thereby secured, and now due, or hereafter to become due thereon, and all benefit and advantage whatever, to be had made, or obtained by virtue thereof, and all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, of him the said C. D. of, in, to, or out of the said bond and monies, together with the said bond. To have, hold, receive and enjoy the said bond and moneys, unto the said E. F. his executors, administrators and assigns from henceforth, for his and their own use and benefit for ever; And the said C. D. doth hereby make, constitute and appoint, and in his place and stead put and place the said E. F. his executors administrators and assigns the true and lawful attorney and attorneys irrevocable of him the said C. D. in his name, but to and for the sole use and benefit of the said E. F. his executors, administrators and assigns, to ask, demand and receive of and from the within named A. B. the obligor in the within written bond or obligation named, his heirs, executors, administrators or assigns, all such principal and interest moneys as now are or shall from

time to time, or at any time hereafter be due upon the said bond, and to sue and prosecute any action, suit, judgment or execution thereupon, and to acknowledge, make and give full satisfaction, receipts, releases and discharges, for all monies secured by the said bond, and now due, or at any time hereafter growing due thereon, and generally to do all and every such further and other lawful acts and things, as well for the recovering and receiving as also for the releasing and discharging of all and singular the said hereby assigned bond, monies and premises, as fully and effectually to all intents and purposes, as the said C. D. his executors, administrators or assigns, could or might do if personally present, and doing the same. And the said C. D. doth hereby for himself, his executors and administrators, covenant with the said E. F. his executors, administrators, and assigns, to ratify, allow and confirm all and whatsoever the said E. F. his executors, administrators, or assigns, shall lawfully do or cause to be done in or about the premises, by virtue of these presents. And the said C. D. for himself, his executors and administrators, doth further covenant promise and agree to and with the said E. F., his executors, administrators and assigns, by these presents, in manner following, that is to say, that the within mentioned sum of remains justly due and owing upon the said bond, and that he the said C. D. hath not received or discharged all or any of the said monies due, or to grow due on the said bond, nor shall or will release, nonsuit, vacate, or disavow any suit or other legal proceedings to be had, made, or prosecuted by virtue of these presents, for the suing for, recovering, releasing, or discharging of the said moneys, or any of

them, without the license of the said E. F. his executors, administrators or assigns, first had and obtained in writing, nor shall or will revoke, invalidate, hinder, or make void these presents, or any authority or power hereby given, without such license as aforesaid.

In Witness, &c.

ASSIGNMENT OF CROWN LANDS.

KNOW ALL MEN BY THESE PRESENTS, that I,
 of the of in the County of
 and Province of Canada, for and in consideration
 of the sum of of lawful money of the said Province,
 to in hand paid by of the of in
 the County of and Province aforesaid,
 at or before the date hereof, the receipt whereof do
 hereby acknowledge, have bargained, sold, assigned,
 transferred, and set over, and by these presents do bargain, sell, assign, transfer and set over unto the said
 heirs and assigns, all estate, right, title,
 interest, claim and demand whatsoever, both at law and
 in equity, of, in and to th certain parcel or tract of
 land and premises, situate, lying and being in the Township of
 in the County of and Province
 aforesaid, containing by admeasurement acres, be
 the same more or less, and being composed of lot
 number in the Concession of
 the Township of aforesaid.

TO HAVE AND TO HOLD the same, with all and every
 the benefit that may or can be derived from the said
 acres of land, unto the said heirs and
 assigns, forever.

IN WITNESS WHEREOF, have hereunto set
hand and seal this day of , A.D. 18 .
Signed, Sealed, &c.

Affidavit to be endorsed.

CANADA : I, of the of
County of } in the County of make oath
To wit : } and say, that I was personally present
and did see the within-named duly sign and seal,
and as act and deed, deliver the within Assignment
on the day of the date thereof, and that I, this depo-
nent, am a subscribing witness thereto, together with
 of in the County of and that
the said instrument was executed at .

Sworn before me at in the County of
this day of , A.D. 18 .

*A Commissioner in B. R. for taking Affidavits in and for
the said County.*

ASSIGNMENT OF COPY-RIGHT IN BOOKS.

THIS INDENTURE, made, &c., between of
of the one part, and of bookseller, of the
other part. Whereas the said hath written and
compiled a book entitled, &c. Now this Indenture
witnesseth, that the said for and in consideration of
the sum of to him in hand paid by the said
(the receipt whereof is hereby acknowledged,) hath
bargained, sold, and assigned, and by these presents
doth bargain, sell, and assign, unto the said all that
the said book, and all his copy-right, title, interest, pro-
perty, claim, and demand whatsoever of, in, and to the

same ; to have and to hold the said book, copy-right, and all the profit, benefit, and advantage, that shall or may arise, by and from printing, re-printing, publishing, and vending the same, unto the said his executors, administrators and assigns, on the terms and conditions and for the whole period of time provided and allowed in and by the laws of Canada in that behalf. Provided always nevertheless, and these presents are upon this express condition, that the number of copies to be printed of the first and each and every other edition or impression of the said book, shall not exceed one thousand, and that the said his executors, administrators, and assigns, shall and will pay unto the said

his executors, administrators or assigns, the further sum and sums of for, at, and upon the re-printing or making a second and each and every other future and further edition or impression that shall or may be made of the said book, for and towards a further reward and satisfaction to the said for his writing and compiling the same ; the said payments to be made before the publication of the said several impressions, or editions (after the first) and sale of the same, or any part thereof, by the said his executors, administrators, or assigns, or any of them, or by any other person or persons, by, for or under them, or any of them. And the said for himself, his executors, administrators, and assigns, doth covenant, promise and agree, to and with the said his executors, administrators, and assigns, that he the said his executors, administrators, and assigns, shall and will pay or cause to be paid to the said his executors, administrators and assigns, the said respective sum and sums of at and upon the re-printing, and before the publication and sale of the

said second and every other future and further edition and impression that shall or may be made of the said book, according to the proviso aforesaid, and the true intent and meaning of these presents.

In Witness, &c.

ASSIGNMENT OF JUDGMENT.

THIS INDENTURE, made the day of A. D.
18 BETWEEN of the first part ; and
of the second part.

WHEREAS the said part of the first part, on or about the day of 18 recovered a Judgment in the Court of against for the sum of damages, and costs, making together the sum of And whereas the said part of the first part ha agreed to assign the said Judgment, and all benefit to arise therefrom, either at law or in equity, unto the said part of the second part, in manner hereinafter expressed.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of of lawful money of Canada, to the said part of the first part in hand well and truly paid, by the said part of the second part, at or before the execution hereof, (the receipt whereof is hereby acknowledged) the said part of the first part ha granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over unto the said part of the second part, executors, administrators and assigns.

ALL THAT THE SAID HEREINBEFORE MENTIONED JUDGMENT, and all and every sum and sums of money now due, and hereafter to grow due by virtue thereof,

for principal, interest, and costs, and all benefit to be derived therefrom, either at law or in equity, or otherwise howsoever.

TO HAVE, HOLD, RECEIVE, TAKE AND ENJOY the same, and all benefit and advantage thereof, unto the said part of the second part, executors, administrators and assigns, to and for and their own proper use, and as and for and their own proper moneys and effects absolutely.

AND the said part of the first part hereby constitute and appoint the said part of the second part, executors and administrators, to be true and lawful attorney and attorneys in the name of the said part of the first part, or otherwise, but at the proper costs and charges of the said part of the second part, executors and administrators, to ask, demand and receive of and from the said executors or administrators, the said Judgment debt and premises hereby assigned, and on non-payment of the same, or any part thereof, to obtain any execution or executions, or bring, commence and prosecute any action or actions, suit or suits, as well at law as in equity, for the recovery of the same, and to use all such other lawful remedies, ways and means, as the said part of the first part could or might have used or taken for the recovery of the same, and on receipt or recovery thereof to sign and give a good and effectual receipt or receipts for the same, with full power from time to time to appoint a substitute or substitutes for all or any of the purposes aforesaid.

AND the said part of the first part do hereby agree to ratify and confirm whatsoever the said part of the second part, executors or administrators,

shall lawfully do or cause to be done in or about the premises.

AND the said part of the second part hereby covenant to indemnify and save harmless the said part of the first part from all loss, costs, charges, damages and expenses by reason or on account of any such proceedings as aforesaid.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year above written.

Signed, Sealed, &c.

ASSIGNMENT OF JUDGMENT.

(Special Form.)

THIS INDENTURE made the day of , A.D. 18 , Between the Bank of of the one part, and A. B. of of the other part.

WHEREAS the said Bank, on the day of in the year of our Lord one thousand eight hundred and obtained a judgment in Her Majesty's Court of Queen's Bench for Upper Canada, at Toronto, against C. D. of and E. F. of for the sum of damages and costs, making together the sum of

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of of lawful money of Canada, to the said Bank, in hand, well and truly paid by the said A. B. at or immediately before the sealing and delivery hereof, the receipt whereof is hereby acknowledged; the said Bank hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set

over unto the said A. B., his executors, administrators, and assigns, ALL that the said judgment debt or sum of and all and every sum and sums of money now due and hereafter to grow due by virtue thereof, for principal, interest, and costs. AND ALSO, the said judgment and all other securities for the said debt, and the full benefit and advantage thereof. To have, hold, receive, and enjoy the said judgment debt, and premises hereby assigned or intended so to be, unto the said A. B., his executors, administrators, and assigns, henceforth to his and their own proper use and behoof, as his and their proper goods and chattels for ever. And for the purpose of enabling the said A. B., his executors, administrators, or assigns, to receive and enforce payment of the judgment debt, and premises, hereby assigned, the said Bank doth make, ordain, constitute, and appoint the said A. B., his executors and administrators, the true and lawful attorney and attorneys of the said Bank, in the name of the said Bank, but at the costs and charges of the said A. B., his executors or administrators, to ask, demand, and receive of and from the said C. D. and E. F., their executors or administrators, the judgment debt, and premises hereby assigned, and on non-payment of the same or any part thereof, to obtain any execution or executions, or bring, commence, and prosecute any action or actions, suit or suits, as well at law as in equity, for the recovery of the same, and to use all such other lawful remedies, ways and means, as the said Bank could or might have used or taken for the recovery of the same, and on receipt or recovery thereof, to sign and give a good and effectual receipt or receipts for the same, with full power from time to time to appoint a substitute or substitutes for all

and interest (if any) of the said part of the first part therein. Subject to the payment of the rent and the performance of the lessee's covenants and agreements in the said Indenture of Lease reserved and contained.

And the said part of the first part for heirs, executors, and administrators, do hereby covenant with the said part of the second part executors, administrators, and assigns, that notwithstanding any act of the said part of the first part ha now power to assign the said premises in manner aforesaid. And that subject to the payment of the said rent, and the performance of the said lessee's covenants, it shall be lawful for the said part of the second part executors, administrators, and assigns, peaceably and quietly to hold and enjoy the said premises hereby assigned during the residue of the term granted by the said Indenture of Lease, without any interruption by the said part of the first part, or any other persons claiming under free from all charges and incumbrances whatsoever, of the said part of the first part. And that the said part of the first part, and all persons lawfully claiming under will, at all times hereafter, at the request and cost of the said part of the second part, executors, administrators and assigns, assign and confirm to and them, the said premises for the residue of the said term as the said part of the second part executors, administrators, or assigns, shall direct. And the said part of the second part for heirs, executors, and administrators, do hereby covenant with the said part of the first part executors and administrators, that the said part of the second

part executors, administrators, or assigns, will, from time to time, pay the rent and perform the lessees covenants in the said Indenture of Lease, and indemnify and save harmless the said part of the first part heirs, executors, and administrators from all losses and expenses in respect thereof.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals, the day, and year first above written.

Signed, sealed, &c.

ASSIGNMENT OF LEASE BY ADMINISTRATOR.

KNOW ALL MEN BY THESE PRESENTS, that A.B., of administrator of all and singular the goods and chattels, rights and credits of the within named C. D., deceased, for and in consideration of the sum of of good and lawful money of Canada, to him in hand well and truly paid by E. F. of at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath (by and with the consent of the within named A. B. testified by his executing these presents) bargained, sold, assigned, transferred and set over, and by these presents doth (by and with such consent as aforesaid) bargain, sell, assign, transfer and set over unto the said E. F., his executors, administrators, and assigns, all and singular the parcel or tract of land and premises, comprised in the within written indenture of lease, and all the estate, right, title and interest which he the said A. B., as administrator of the said C. D. as aforesaid, or otherwise, now hath, or at any time hereafter shall or may have, claim,

challenge, or demand, of, in, or to, all or any of the said premises, by virtue of the said indenture of lease or otherwise, as administrator of the said C. D. To have and to hold the said parcel or tract of land, and all and singular other the premises, with their and every of their appurtenances, unto the said E. F., his executors, administrators and assigns, for and during all the rest, residue and remainder yet to come and unexpired, of the within mentioned term of years, subject nevertheless, to the yearly rent of in and by the said indenture of lease reserved and contained, and to become due and payable, and to all and every the covenants, clauses, provisos and agreements therein contained. And the said A. B. for himself, his heirs, executors and administrators, doth hereby covenant and declare to and with the said E. F. his executors, administrators, and assigns, that he the said A. B. hath not at any time heretofore made, done, committed, or executed, or wittingly or willingly permitted, or suffered, any act, deed, matter, or thing whatsoever, whereby or wherewith, or by means whereof, the said parcel or tract of land and premises hereby assigned, are, is, can, shall, or may be any ways impeached, charged, affected, or incumbered in title, estate, or otherwise, howsoever.

In witness, &c.



ASSIGNMENT OF MORTGAGE.

THIS INDENTURE, made the day of 18 ,
BETWEEN of the first part; and of
the second part.

WHEREAS by an Indenture of Mortgage bearing date
the day of 18 , and made BETWEEN •

IT IS WITNESSED, that in consideration of the said Mortgagor did convey unto the said Mortgagee all and singular the certain parcel or tract of land and premises situate, lying and being in the subject to the proviso for redemption therein contained.

AND WHEREAS there is now due and owing upon the said Mortgage for principal the sum of together with interest from the day of 18 .

NOW THIS INDENTURE WITNESSETH, that in consideration of of lawful money of Canada, now paid to the said party hereto of the first part, (the receipt whereof is hereby acknowledged,) the said party hereto of the first part doth hereby grant, bargain, sell, assign, transfer, convey and set over unto the said part hereto of the second part, heirs and assigns, all and singular the said lands, and all the interest of the said party hereto of the first part therein, together with the said Mortgage, and the benefit of all clauses and covenants therein contained, to hold the same unto and to the use of the said part hereto of the second part, heirs and assigns, for ever, free from all incumbrances by the said part hereto of the first part, but subject to such equity of redemption as is now subsisting therein.

AND THIS INDENTURE FURTHER WITNESSETH, that for the consideration aforesaid the said party hereto of the first part doth hereby assign, transfer and set over unto the said part hereto of the second part all principal moneys and interest now due and to accrue due by virtue of the said Mortgage; To have, receive and take unto the said part hereto of the second part, executors, administrators and assigns, as and

for and their own proper moneys and effects absolutely.

AND for better enabling the said part hereto of the second part to recover and receive the said principal moneys and interest hereby assigned, he the said party hereto of the first part doth hereby appoint the said part hereto of the second part executors, administrators or assigns, his true and lawful attorney and attorneys to ask, demand, sue for, recover and receive either in the name of the said part hereto of the first part or otherwise, from the said Mortgagor or any other person or persons liable to pay the same, the said principal moneys and interest hereby assigned ; and to commence, institute and prosecute any action, suit or other proceeding at law or in equity for the recovery of the same, and to give sufficient receipts therefor ; and to make, do and execute any other act, matter or thing for recovering the same or giving sufficient discharges therefor, or for further assuring the said premises unto the said part hereto of the second part.

AND the said party hereto of the first part, for heirs, executors, administrators and assigns, hereby covenants with the said part hereto of the second part, heirs, executors, administrators and assigns, that the said principal moneys and interest are now due and owing by virtue of the said Mortgage.

AND that he hath done no act whereby the same have been released or discharged, or the said premises incumbered.

AND that the said Mortgage is good, valid and subsisting, notwithstanding any act of the said part hereto of the first part.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, &c.

ASSIGNMENT OF MORTGAGE.

(Another Form.)

THIS INDENTURE made the day of , A.D. 18 , BETWEEN of the first part; and of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of of lawful money of Canada by the said party of the second part to him in hand paid, the receipt whereof is hereby by him acknowledged, hath bargained, sold, and assigned, and by these presents doth bargain, sell, and assign unto the said party of the second part, his executors, administrators, and assigns, all that certain sum of secured or intended to be secured to the said party of the first part, in and by the Indenture of Bargain and Sale by way of mortgage hereunto annexed, and all interest henceforth to become due for the same, together with the said Indenture of Mortgage, and together also with full power and authority in the name or names of the said party of the first part, his executors or administrators, to receive and give effectual discharges for the said sum of and from time to time to commence, institute, and prosecute such actions, suits, and other lawful proceedings upon the said Indenture of Mortgage, for the recovery of the moneys, benefits, and advantages secured thereby, as shall be deemed necessary or expedient.

TO HAVE, HOLD, RECEIVE, AND TAKE the said sum of
and the interest henceforth to become due for the
same, and all and singular other the premises hereby
assigned or intended so to be, and every of them and
every part thereof, respectively, unto the said party of
the second part, his executors, administrators and
assigns, for his and their own absolute use and benefit.
AND THIS INDENTURE FURTHER WITNESSETH, that in
consideration of the further sum of ten shillings, by the
said party of the second part, to the said party of the
first part, in hand paid, the receipt whereof is hereby
also acknowledged, he the said party of the first part
hath bargained, sold, and released, and by these pre-
sents doth bargain, sell, and release unto the said party
of the second part and his heirs, all and singular that
certain parcel or tract of land in the annexed indenture
described, being and all the estate, right, title, and
interest of the said party of the first part thereto or
therein, by virtue of the said Indenture of Mortgage.

TO HAVE AND TO HOLD the same with all appurte-
nances thereunto belonging, or appertaining unto and to
the use of the said party of the second part, his heirs and
assigns for ever, but subject to such right, title, and
equity of redemption, as the same are now subject and
liable to, under and by virtue of the said annexed
indenture.

IN WITNESS WHEREOF, the said parties to these pre-
sents have hereunto set their hands and seals the day and
year first above written.

Signed, sealed, &c.

ASSIGNMENT OF MORTGAGE.

(By Indorsement.)

THIS INDENTURE made the day of in the year of our Lord 18 , BETWEEN within named, of the first part, and of of the second part, WITNESSETH, that the party of the first part, for divers good considerations, him thereunto moving, and for the further consideration of the sum of five shillings to him in hand well and truly paid by the party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and assigned, and by these presents doth grant, bargain, sell and assign to the party of the second part, his heirs, executors, administrators and assigns, all the right, title, interest, claim and demand whatsoever, of him the party of the first part, of, in and to the lands and tenements mentioned and described in the within mortgage, and also to all sum and sums of money secured and payable thereby and now remaining unpaid, to have and to hold the same, and to ask demand, sue for and recover the same, as fully to all intents and purposes as he the party of the first part now holds and is entitled to the same.

IN WITNESS WHEREOF the parties to these presents have hereto set their hands and seals, the day and year first above written.

Signed, sealed, &c.

ASSIGNMENT FOR BENEFIT OF CREDITORS.

THIS INDENTURE, made the day of A. D. 18 BETWEEN of the first part,

with of the said of the second part ;
Trustee of the third part ; and the several other persons creditors of the said part of the first part, who may execute these presents, of the fourth part.

WHEREAS the said part of the first part indebted unto the several persons, parties hereto, of the third and fourth parts, in several sums of money, and being unable to pay the same, has proposed to execute an Assignment of all estate and effects, unto the said part of the third part, upon trust, for the benefit of creditors, in manner hereinafter expressed generally without any preference whatsoever.

NOW THIS INDENTURE WITNESSETH, that pursuant to the premises, and in consideration of the sum of five shillings of lawful money of Canada to the said part of the first part, in hand paid by the said part of the third part, (the receipt whereof is hereby acknowledged)

the said parties of the first part, have granted, bargained, sold, released, conveyed and assigned, and by these presents do grant, bargain, sell, release, convey, and assign unto the said part of the third part, heirs, executors, administrators, and assigns, (according to the respective natures thereof,)

ALL AND SINGULAR the lands, tenements, and premises comprised, and more particularly mentioned and specified in the Schedule hereto annexed, marked A ; and also all and singular the stock-in-trade, household goods, furniture, and other effects, now being in, upon, and about the shop, dwelling-house, and premises of the said part of the first part, at

AND set out and particularized in the Schedule hereto annexed, marked B. And all book-debts, accounts, credits, judgments, bonds, bills, notes, and securities

for money; and all other the real and personal estate and effects now belonging, due, or owing to the said parties of the first part; and all reversions, remainders, yearly and other rents, issues, and profits thereof; and all the right, title, interest, trust, possession, property, claim, and demand whatsoever at law and in equity of the said parties of the first part of, in, to, out of, or upon the said lands, goods, effects, and property respectively; together with all deeds, books, writings, bills, notes and receipts, papers and vouchers touching the same, or any part thereof.

TO HAVE, hold, receive, take and enjoy the said lands, goods, chattels, monies, credits, bonds, bills, securities for money, and all and singular other the premises hereinbefore assigned, or intended so to be, (according to the respective natures thereof,) unto the said part of the third part, heirs, executors, administrators, and assigns, absolutely forever; subject nevertheless, to the charges and incumbrances, if any, now existing thereupon or affecting the same; upon the trusts, nevertheless, and to and for the intents and purposes hereinafter declared and expressed, of and concerning the same.

AND the said part of the first part hereby nominate and appoint the said part of the third part trustee as aforesaid executors or administrators true and lawful attorneys and attorney in names or otherwise to do, perform, and execute, take, and prosecute all such acts, matters and things, suits, actions and proceedings both at law and in equity, as the said attorney or attorneys shall think fit, or in their judgment deem expedient, for the purposes of the trusts hereinafter declared, and in and about the execution thereof, the said part of the first part hereby ratifying and con-

firming, and agreeing to ratify and confirm all and whatsoever the said attorney or attorneys shall lawfully do or cause to be done in and about the premises by virtue hereof.

And it is hereby further agreed and declared, that the said Trustee executors or administrators, shall and do forthwith, as soon as conveniently may be, receive, collect, and get in all credits and sums of money due and owing to the said part of the first part ; and also sell and convert into money all such and so much of the said estate and effects as shall not be necessary to be kept unsold, for the purpose of enabling the said trustee executors or administrators, to carry on the said trade or business, in winding it up to the best advantage.

And upon further trust, after collecting the said debts and disposing of the said goods and chattels, to sell the said lands, tenements, and hereditaments hereby assigned and conveyed, as to the said trustee executors or administrators, in discretion shall seem best, and either together or in parcels, and either by public auction or private contract, and on such terms and in such manner as shall think best.

And the said trustee executors or administrators hereby empowered to use and employ the said part of the first part (if shall deem it advisable or necessary) in winding up the said trade or business, and in the execution of the trusts hereof, and to pay a salary therefor, and to hire and employ servants, clerks, and workmen in and about the said trade or business, and to pay them wages, salaries, or hire therefor.

And it is hereby agreed and declared, that the said trustee executors or administrators, shall and do stand and be possessed of all moneys to arise by the sale of, and to be produced from all and singular the estate, property, debts, securities and effects hereby assigned, or intended so to be, after paying the expenses incident thereto, and to the execution of these presents, and of the trusts hereby created ; and also do and shall stand possessed of all other moneys by these presents or otherwise declared, subject to the trusts of this Indenture, upon and for the trusts, intents, and purposes following, that is to say :

In trust, in the first place, to pay all charges and expenses incident to the execution of these presents, and in and about the conducting and carrying into effect the trusts thereof.

And in the next place, to pay salaries, allowances, wages, and hire hereinbefore authorized, and all advances in goods, monies, or otherwise, if any, which may be made by the said trustee executors, or administrators, in and for the said trade or business, in conducting the same in the winding up thereof to the best advantage, which the said part of the third part hereby empowered and authorised to make.

And in the next place, to retain a reasonable compensation based upon the care, diligence and trouble required and bestowed in and about the due and proper execution of the trusts of these presents, as and for a remuneration for loss of time, care, diligence, and attendance about the execution of the said trusts.

And in the next place, to pay and divide the then residue of the said partnership estate And also, the surplus of the separate interests of each of them, the

said parties of the first part respectively unto and among all and every, the creditors of the said partnership firm according to the amount of their respective claims ratably and share and share alike and without any preference or priority whatsoever.

And lastly, to pay over and divide the surplus, if any, that there may be over and above the payment in full of all the said partnership debts unto and amongst the separate creditors of the said parties of the first part respectively according to the separate interests of each of them the said parties of the first part in such surplus of the said partnership estate, and subject thereto to the said parties of the first part their heirs, executors, administrators, or assigns.

PROVIDED ALWAYS, and it is hereby further declared and agreed, that the said creditors do agree to accept these presents in full satisfaction of their respective claims and demands upon and against the said part of the first part; and do hereby respectively release and acquit them forever of and from the same, and every part thereof, and of and from all actions, suits, claims, and demands in respect thereof.

PROVIDED ALSO that the said trustee shall only be answerable or chargeable for own wilful neglect or default, and that nothing herein contained shall be construed to make responsible other than as such trustee for the payment of the debts and liabilities of the said part of the first part, and to the extent of the said trust estate and premises respectively.

AND the said part of the first part hereby covenant with the said part of the third part, for the further assurance of the said lands and premises hereby intended to be conveyed and assigned.

AND the said part of the second part, the wi
of the said with the privity and consent of
said husband in consideration of the sum of five
shillings to paid by the said part of the third
part, the receipt whereof is hereby acknowledged, do

by these presents, remise, release, and quit claim
unto the said part of the third part, heirs and
assigns, forever, all dower, and all right and title there.
to, of, in, to, or out of the land and premises hereby
conveyed, or intended so to be, and every part thereof.

IN WITNESS WHEREOF the said parties to these pre-
sents have hereunto set their hands and seals the day and
year above written.

Signed, sealed, &c.

The schedule above referred to marked A.

The schedule above referred to marked B.

ASSIGNMENT FOR BENEFIT OF CREDITORS.

(Where Personal Estate only.)

THIS INDENTURE made the day of , A.D.
18 , Between of the first part of the
second part, and the several persons whose names and
seals are hereunto set and affixed, being respectively
creditors of the said part of the first part, of the third
part.

WHEREAS, the said part of the first part ha been
and still carrying on business on own account
in the said as a

AND WHEREAS, the said part of the first part, in the
course of the said business, ha contracted debts to a
large amount, which the said part of the first part
unable to pay in full, and he ha in consequence agreed

to assign all estate, of whatever nature or kind soever, unto the said part of the second part, upon the trusts and to and for the purposes hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH, that the said part of the first part, in consideration of the premises and of the sum of Five Shillings to him in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, according to interest, as fully and effectually as can by these presents, Do hereby bargain, sell, assign, transfer, and set over unto the part of the second part, and the survivor of them, and the executors, administrators and assigns of such survivor, All and singular goods and chattels, stock in trade, fixtures, book debts, notes, accounts, and books of account, and all other personal estate and effects whatsoever.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels, stock in trade, fixtures, book debts, notes, accounts, and books of account, unto the said part of the second part, and the survivor of them, and the heirs, executors, administrators and assigns of such survivor to and for the several uses, trusts, intents and purposes following, that is to say : In trust to sell and dispose of such portion of the said estate as shall be readily saleable, either for cash or credit, or under the powers hereinafter contained in that behalf, to carry on the said business, and also to collect, with all convenient speed, the outstanding debts and accounts, and to stand possessed of the said moneys and trust estate, and all profits and increase arising therefrom, in the first place to pay and discharge all costs and charges attending the preparing and executing these presents, and carrying

the same, and the trusts hereby created into effect, and then in trust to pay the balance of the said trust moneys and estate unto the said parties of the third part, respectively, creditors of the said part of the first part, the amount of their several debts and claim, *pari passu*, and without preference and priority, and the surplus, if any, to pay over to the said part of the first part. And the better to carry these presents into effect, the said part of the first part, do hereby make and irrevocably appoint the said part of the second part, and the survivor of them, their and each of their executors and administrators, to be the true and lawful attorneys and attorney, for him and in his name, to ask, demand, sue for, recover and receive all moneys due and owing to him, and to give all necessary receipts and discharges therefor, and generally to act for him, as fully and effectually, and with as full and ample powers as he could himself do in all matters relating to, or in any way connected with the said trust estate and premises. And it is hereby declared, expressed and agreed, that it shall and may be lawful for the said parties of the second part and the survivor of them, if they shall think it expedient to employ the said part of the first part, or any other person, in winding up the affairs of the said trust estate in collecting and getting in his estate and effects hereby assigned, and in carrying on his said trade, and to allow to the said parties so employed, out of the said trust estate, such sum and sums as the said parties of the second part shall deem proper, and that nothing herein contained shall be construed in any way, to make the said parties of the second part, or either of them, or any person or persons executing these presents, liable as partners, either of the said parties of the

first or second parts, or of each other ; And further, that they the said parties of the second part, shall not, nor shall either of them, be liable for any more moneys than they shall actually receive by virtue hereof, nor for any loss or damage that may happen to the said estate, unless caused by their wilful default or neglect ; and the said parties of the third part, in consideration of the premises and of the sum of Five Shillings, to each of them paid, have severally, and not the one for the other, remised, released, and for ever discharged, and by these presents do hereby severally remise, release and discharge the said part of the first part, of, from, and against all debts, dues, claims and demands, actions, suits, damages, and causes and rights of action, which they now have, or may hereafter have, against the said part of the first part, for or by reason of any matter or thing, from the beginning of the world up to the date hereof.

In Witness, &c.

Signed, sealed and delivered in presence of



ASSIGNMENT.

(Under Insolvent Act, 27 & 28 Vic. cap. 17.)

THIS ASSIGNMENT, made between of the first part, and of the second part

WITNESSES, That under the provisions of "The Insolvent Act of 1864," the said party of the first part, being insolvent, has voluntarily assigned and hereby does voluntarily assign to the said party of the second part, accepting thereof as assignee under the said Act, and for the purpose therein provided, all his estate and

effects, real and personal, of every nature and kind whatsoever.

To have and to hold to the party of the second part, as assignee, for the purposes and under the Act aforesaid.

AND a duplicate of the list of creditors exhibited at the first meeting of his creditors by the said party of the first part is hereto annexed.

In Witness, &c.

Signed, sealed and delivered in presence of

GENERAL FORM OF ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS, that I, the within-named A. B., in consideration of five dollars to me paid by C. D., have assigned to the said C. D. and his assigns, all my interest in the within-written instrument, and every clause, article, or thing therein contained; and I do hereby constitute the said C. D. my attorney, in my name, but to his own use, to take all legal measures which may be proper for the complete recovery and enjoyment of the assigned premises, with power of substitution.

Witness my hand and seal, this, &c.

ASSIGNMENT OF PARTNERSHIP PROPERTY IN TRUST TO CLOSE CONCERN, &c.

WHEREAS, a co-partnership has heretofore existed between J. S. and A. B., both of the of which co-partnership has been known under the name of S. & B., and which it is the intention of the said co-partners forthwith to dissolve and determine;

NOW THIS INDENTURE of two parts, made this day of in the year by and between the said J. S., of the one part, and the said A. B., of the other part, witnesseth,

FIRST. That the co-partnership aforesaid is hereby by the mutual consent of the said parties, dissolved and determined.

SECOND. The said J. S. doth hereby sell, transfer, assign, and set over unto the said A. B., his moiety of all the stock in trade, goods, merchandize, effects and property of every description belonging to or owned by the said copartnership, wherever the same may be, together with all debts, choses in action, and sums of money due and owing to the said firm from any and all persons whomsoever, to hold the same to the said A. B. and his assigns forever, in trust for the following purposes, namely : that the said A. B. shall sell and dispose of all the goods, property, and effects belonging to the said firm, at such time and in such manner as he may think prudent; and shall with reasonable diligence, collect all the debts and sums of money due and owing to the said firm; and shall, out of the proceeds of the said sales, and with the money thus collected, pay and discharge all the debts and sums of money now due and owing from the said firm, as far as the proceeds of said sales and the sums of money collected will go; and, after fully satisfying all demands against the said firm, if there be any surplus, shall pay over one moiety thereof to the said J. S. or his assigns.

THIRD. The said J. S. doth hereby constitute and appoint the said A. B. his attorney irrevocable, in his the said A. B.'s own name, or in the name of the said firm, to demand, collect, sue for and receive any and all

debts and sums of money due and owing to the said firm ; to institute and prosecute any suits for the recovery of the said debts, or to compound the same as he may judge most expedient ; to defend any and all suits against the said firm ; to execute all such paper writings and acquittances as may be necessary ; and generally to do all such acts and things as may be necessary or proper for the full and complete settlement of all business and concerns of the said copartnership.

FOURTH. The said A. B., for himself and his heirs, executors, and administrators, hereby covenants to and with the said J. S. and his assigns, that he will sell and dispose of all the partnership property and effects to the best advantage ; that he will use his best diligence and endeavors to collect all debts and sums of money due and owing to the said firm ; and that he will truly and faithfully apply the proceeds of said sale, and the moneys collected, to the payment, discharge, and satisfaction of all debts and demands against the said firm, as far as the same will go ; and, after discharging all such debts, will pay over to the said J. S. or his assigns one moiety of any surplus that may remain ; and further, that he will keep full and accurate accounts of all moneys received by him for goods sold, or debts collected, as well as of moneys paid out, and will render a just, true and full account therefor to the said J. S. or his assigns.

FIFTH. The said J. S., for himself, &c., covenants to and with the said A. B., &c., that, upon settlement of accounts, if it shall be found that the debts due and owing from the said firm exceed the amount of moneys received from the sales of the said goods and the debts collected, he will pay unto the said A. B. or his assigns,

one moiety of any balance that may then be due and owing from the said firm.

In witness, &c.

ASSIGNMENT OF PARTNERSHIP PROPERTY AND DEBTS BY ONE PARTNER TO ANOTHER.

THIS INDENTURE, of two parts, made and concluded this day of A. D. 18 by and between W. S. P. of of the first part, and J. B. P., of of the second part, witnesseth,

THAT WHEREAS the said parties were lately copartners in the business of which partnership was dissolved and determined on the day of last; and whereas many debts, due and owing to the said parties on account of their said copartnership, are still outstanding, and debts due by the said firm are yet unpaid; and whereas it is agreed that the said party of the second part shall assign and release to the said party of the first part all his interest in the stock in trade, goods and effects belonging to the said firm, and in the debts now owing to the said firm, and that the said party of the first part shall assume all the debts and liabilities of the said firm, and shall discharge and indemnify the said party of the second part from all liabilities and losses arising from the said partnership.

Now, therefore, in pursuance of the said agreement, and in consideration of the sum of paid and secured to the said J. B. P., he the said J. B. P. doth hereby fully and absolutely sell, assign, release and make over to the said W. S. P. all his right, title, interest, and share, in and to all the stock in trade, goods, merchandize, machinery, tools, books, leasehold premises, and

effects belonging to the said partnership, of whatever kind or nature, and wheresoever situated; also, all his right, title, and interest in and to all the debts and sums of money now due and owing to the said firm, whether the same be by bond, bill, note or account, or otherwise; and the said J. B. P. doth hereby make and appoint the said W. S. P., his executors, administrators and assigns, to be his attorney and attorneys, to receive all and several the debts and sums of money above mentioned, to his and their own use and benefit; and doth hereby authorize the said W. S. P., his executors, &c., to demand, collect, and sue for the said debts and sums of money, and to use his, the said J. B. P.'s name in any way or manner that the collection, recovery, and realization of the said debts and demands may render necessary, as well in court as out of court, but at their own proper costs and charges, and without cost or damage to the said J. B. P. And the said J. B. P. doth hereby further authorize the said W. S. P. to convey and transfer to his own name, and for his own use and benefit, any and all sums of money and effects, real and personal estate, which may be taken or received in the name of the said firm, and to hold the same free from all claims by the said J. B. P., his executors, administrators, or assigns.

And these Presents further witness, that, in pursuance of the said agreement, the said W. S. P., for himself, his executors, and administrators, doth hereby covenant to and with the said J. B. P., his executors and administrators, that he, the said W. S. P., and his, &c., shall pay and discharge, and at all times hereafter save harmless and indemnify, the said J. B. P., his &c., from and against all and every the debts, duties and liabilities,

which, at the dissolution and determination of the said partnership, were due and owing by the said firm to any person or persons, for any matter or thing touching the said partnership, and of and from all actions, suits, costs, expenses, and damages, for or concerning the said debts, duties, and liabilities, unless the said J. B. P. shall have contracted any debts or incurred any liabilities in the name and on account of the said firm, which are unknown to the said W. S. P., and do not appear in the books of the said firm; for which, if any such exist, the said W. S. P. does not hereby intend to make himself responsible.

In Witness, &c.



ASSIGNMENT OF A DEBT, WITH POWER OF ATTORNEY, &c.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of dollars, paid to by of in the county of (the receipt of which is hereby acknowledged,) do hereby sell, assign, and transfer unto the said all claims and demands against of for debts due to the said and all actions against said now pending in favour, and all causes of action whatsoever against him.

And the said do hereby nominate and appoint the said his executors and administrators, attorney or attorneys irrevocable; and do give him and them full power and authority to institute any suit or suits against said and to prosecute the same, and any suit or suits which are now pending for any cause or causes of action, in favor of said against said to final judgment and execution; and any executions for the

cause or causes aforesaid, to cause to be satisfied by levying the same on any real or personal estate of the said and the proceeds thereof to take and apply to his or their own use ; and in case of levying said executions on any real estate, the said hereby empower the said his executors and administrators, to sell, and execute deeds to convey the same, for such price or consideration, and to such person or persons, and on such terms, as he or they shall deem expedient ; or, if he or they prefer it, to execute any conveyances that may be necessary to vest the title thereof in him or them, as his or their own property ; but it is hereby expressly stipulated that all such acts and proceedings are to be at the proper costs and charges of the said his executors and administrators without expense to the said

And the said do further empower the said his executors and administrators, to appoint such substitute or substitutes as he or they shall see fit, to carry into effect the objects and purposes of this authority, or any of them, and the same to revoke from time to time at his or their pleasure ; the said hereby ratifying and confirming all the lawful acts of the said his, &c., in pursuance of the foregoing authority.

IN TESTIMONY, &c., this day of A. D. 18

Signed, Sealed, &c.

ASSIGNMENT OF A POLICY OF INSURANCE BY ENDORSEMENT.

KNOW ALL MEN BY THESE PRESENTS, that I, the within named A. B., for and in consideration of the sum of to me paid by C. D., of, &c., (the receipt whereof

is hereby acknowledged) have granted, sold, assigned, transferred, and set over, and by these presents I do absolutely grant, sell, assign, transfer, and set over to him, the said C. D., all my right, property, interest, claim, and demand in and to the within policy of insurance, which have already arisen, or which may hereafter arise thereon, with full power to use my name so far as may be necessary to enable him fully to avail himself of the interest herein assigned, or hereby intended to be assigned. The conveyance herein made, and the powers hereby given, are for myself and my legal representatives to said C. D. and his legal representatives.

IN TESTIMONY, &c.

AUCTION AGREEMENT BY AUCTIONEER.

I HEREBY acknowledge that A. B. has been this day declared by me the highest bidder, and purchaser of (*describe the land*) at the sum of dollars, (*or at the sum of dollars cents per acre, or foot,*) and that he has paid into my hands the sum of as a deposit and in part payment of the purchase money; and I hereby agree, that the vendor, C. D., shall in all respects fulfil the conditions of sale hereto annexed.

WITNESS my hand, at on the day of
A. D. 18

AUCTION AGREEMENT BY PURCHASER.

I HEREBY acknowledge, that I have this day purchased at public action all that (*describe the land*) for the sum of dollars, (*or, for the price of dollars cents per acre, or per foot,*) and have paid into the hands of

J. S., the auctioneer, the sum of as a deposit, and in part payment of the said purchase money; and I hereby agree to pay the remaining sum of unto C. D. the vendor, at on or before the day of and in all other respects on my part to fulfil the annexed conditions of sale.

WITNESS my hand, this day of A. D. 18



AWARD BY AN UMPIRE.

TO ALL TO WHOM THESE PRESENTS SHALL COME, J. P., of yeoman, sends greeting: WHEREAS, P. Q., of of the one part, and A. B. and C. D. of of the other part, have mutually entered into, and reciprocally executed bonds or obligations to each other, bearing date the day of respectively, conditioned, that the said parties should in all things well and truly stand to, abide, observe, perform, fulfil, and keep the award final end and determination of R. S. of and B. W. of arbitrators, indifferently chosen by the said parties, of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, &c. (*reciting the condition of the bond*); And whereas, the said R. S. and B. W. met upon the said arbitration, and did not make their award between the said parties by the time limited in and by the conditions of the said bonds and in pursuance of the said bonds, have chosen and appointed me as umpire, to settle and determine the matters in difference; Now know ye, that I, the said J. P. the umpire, named and chosen as aforesaid, having taken upon me the burthen of the said arbitration, and having heard and examined the said parties, and their

respective witnesses, proofs and allegations on both sides of and concerning the said disputes and differences between them, and fully considered the same, and the matters to me referred, do make this my award and umpirage, in manner following, that is to say, [I do award and order, that the said P. Q. his executors or administrators, do and shall, on the day of between the hours of and in the forenoon, at the house, known, &c.] pay, or cause to be paid unto the said A. B. and C. D. the sum of in full, for their damages and costs in a certain action, lately commenced by them, against the said P. Q. and also, for the costs of and occasioned by the said reference; and upon payment of the said sum of I do award and direct, that the said parties shall duly execute and deliver to each other, mutual releases in writing, of all and every action and actions, cause and causes of action, damages, claims, and demands whatsoever, subsisting or depending, on or before the said day of last.

In Witness, &c

Scaled, and delivered in presence of



AWARD BY REFEREES.

(Short Form.)

We, the undersigned, referees appointed by the within rule of court (or by the within agreement of submission) having notified and met the parties, and heard their several allegations, proofs, and arguments, and duly considered the same, do award and determine that the within named A. B. shall recover of the within-named C. D. the sum of together with the costs of suit, to be taxed by the court, and the costs of this reference,

which last amount to the sum of and that the same shall be in full of all matters within referred to us.

AWARD BY ARBITRATORS.

TO ALL TO WHOM THESE PRESENTS SHALL COME, A. A. of C. C., of and D. D., of send greeting :

WHEREAS divers suits, disputes, controversies, and differences, have happened and arisen, and are now depending, between E. E., of and F. F., of for pacifying, composing and ending whereof, the said E. E. and F. F. have bound themselves each to the other, in the penal sum of by several bonds or obligations, bearing date last past, before the date hereof, with conditions thereunder, to stand to, obey, abide, perform and keep the award, order, abitrament, final end and determination of the said A. A., C. C., and D. D., arbitrators indifferently named, elected and chosen, as well on the part and behalf of the said E. E. as of the said F. F., to arbitrate, award, adjudge and determine, of and concerning all, and all manner of action and actions, cause and causes of actions, suits, bills, bonds, judgments, executions, quarrels, controversies, trespasses, damages, and demands, whatsoever, at any time or times theretofore had, made, commenced, sued, prosecuted, or depending, by or between the said parties, or either of them, so as the said award should be made in writing, under the hands and seals of the said arbitrators, or any two of them, ready to be delivered unto the said parties, or such of them as should require the same, on or before the day of instant, as by the said obligations and conditions thereof it doth and may appear : Now know ye, that the said A. A., C. C., and D. D., taking

upon them the charge and burden of the said award, and having deliberately heard the allegations and proofs of both the said parties, do, by these presents, arbitrate, award, order, decree, and adjudge, of and concerning the premises, in manner and form following; that is to say,

FIRST, they do award, decree, and adjudge, that the said F. F., or his heirs, shall and do, on or before the day of next ensuing the date hereof, make and execute a good and sufficient conveyance of his interest, &c., of and in all those parcels or tracts of land, &c.

And, also, the said arbitrators do farther award, decree, and adjudge that the said F. F., his executors or administrators, shall and do, on or before the day of next ensuing the date hereof, pay, or cause to be paid, unto the said E. E., his executors, or administrators, at, or in the now dwelling-house of the said E. E., in aforesaid, the sum of dollars, in full payment, discharge and satisfaction, of and for all moneys, debts, and duties, due or owing unto the said E. E., by the said F. F., upon any account whatsoever, at any time before their entering into the said bonds of arbitration, as aforesaid.

And, also, the said arbitrators do hereby further award, order, decree, and adjudge, that all actions and suits commenced, brought, or depending between the said E. E. and F. F., for any matter, cause, or thing whatsoever, arising or happening at the time of, or before their entering into the said bonds of arbitration, shall, from henceforth, cease and determine, and be no farther prosecuted or proceeded in by them, or either of them, or by their, or either of their means, consent, or procurement.

And lastly, the said arbitrators do hereby further award, order, adjudge, and decree, that the said E. E. and F. F., shall and do, within the space of two days next ensuing the date of this present award, seal and execute unto each other, mutual and general releases of all actions, cause and causes of actions, suits, controversies, trespasses, debts, duties, damages, accounts, reckonings, and demands whatsoever, for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of the said bonds of arbitration, as aforesaid.

In testimony, &c.



AWARD WHERE THE SUBMISSION WAS BY AGREEMENT, AND STATING AN ASSENT FOR AN ENLARGEMENT.

To all to whom these presents shall come, we, A. A. and T. A., of send greeting : Whereas on by a certain agreement in writing under the hands [and seals] of A. B., of and C. D., of bearing date on or about the day of last, reciting that &c., (*here set out the recital and such parts of the agreement as bear upon the award.*) And whereas by an endorsement on the said agreement, bearing date on or about the day of last past, and under the hands of all the said parties to the said agreement, they the said parties mutually and reciprocally consented and agreed that the time for the said arbitrators making the said award should be enlarged to the day of then next, and that they would in all other respects abide by the terms of the said agreement. Now know ye that we the said arbitrators having taken upon us the burthen

of the said reference, and having examined all such witnesses as were produced before us by the said parties respectively, and having fully weighed and considered the allegations, proofs, and vouchers made and produced before us, do award [&c.]

In Witness, &c.

Witness,

AFFIDAVIT OF EXECUTION OF AWARD.

County of } I, Y. Z., of, &c., make oath and
To wit: } say :

1. That I was present and did see the annexed award duly signed, sealed, and delivered by the therein-named and that I am the subscribing witness to the execution of the said award.

Sworn before me, at
in the county of this }
day of 18

A Commissioner, &c., in B. R. for the County of

If the affidavit is intended for use in a court of law, it must be entitled in the court.

BILLS OF EXCHANGE AND PROMISSORY NOTES.

FOREIGN BILLS OF EXCHANGE.

No.— BANK OF BRITISH NORTH AMERICA,
 (Incorporated by Royal Charter)
 Toronto Branch, 1st January, 1868.
· For £100 Sterling.
 Three days after sight pay this first of exchange

(second and third not paid) to the order of one
hundred pounds sterling, value received.

Manager.

Entered

Accountant.

To the Court of Directors of the Bank of British North
America, London.

BANK OF BRITISH NORTH AMERICA,
(*Incorporated by Royal Charter.*)

No.— Toronto Branch, 1st January, 1868.

For £100 Sterling.

Three days after sight pay this second of ex-
change (first and third not paid) to the order of one
hundred pounds sterling, value received.

Manager.

Entered

Accountant.

To the Court of Directors of the Bank of British North
America, London.

BANK OF BRITISH NORTH AMERICA,
(*Incorporated by Royal Charter*)

No— Toronto Branch, 1st January, 1868.

For £100 Sterling.

Three days after sight pay this third of exchange
(first and second not paid) to the order of one
hundred pounds sterling, value received.

Manager.

Entered

Accountant.

To the Court of Directors of the Bank of British North
America, London.

INLAND BILL OF EXCHANGE.

No.— Toronto, 1st January, 1868.

\$100. Three months after date pay to
or order the sum of one hundred dollars for value
received.

(Signed) A. B.

To C. D. *Endorsed.*

Accepted payable at the Bank of
C. D.

PROMISSORY NOTE.

\$100. Toronto, 1st January, 1868.

Three months after date I [or we jointly and
severally] promise to pay to or order at the
Bank of Toronto, the sum of one hundred
dollars value received.

(Signed) A. B. or { A. B.
C. D.

BILL OF SALE.

THIS INDENTURE, made the day of A. D.
18 BETWEEN of the first part; and
of the second part.

WHEREAS the said part of the first part is possessed
of the hereinafter set forth and enumerated, and
hath contracted with the said part of the second
part for the sale to of the same, at the sum of

NOW THIS INDENTURE WITNESSETH, that in pursuance
of the said agreement, and in consideration of the sum
of of lawful money of Canada, paid by the said
part of the second part to the said part of the first
part, at or before the sealing and delivery of these
Presents, (the receipt whereof is hereby acknowledged)

the said part of the first part ha bargained, sold, assigned, transferred and set over, and by these Presents do bargain, sell, assign, transfer and set over unto the said part of the second part, executors, administrators and assigns, all those the said

AND all the right, title, interest, property, claim, and demand whatsoever, both at law and in equity, or otherwise howsoever, of the said part of the first part, of, in, to, and out of the same, and every part thereof.

TO HAVE AND TO HOLD the said hereinbefore assigned goods and chattels, and every part thereof, with the appurtenances, and all the right, title, and interest of the said part of the first part, therein as aforesaid, unto and to the use of the said part of the second part, executors, administrators, and assigns, to and for sole and only use for ever.

AND the said part of the first part do hereby, for heirs, executors, and administrators, covenant, promise and agree with the said part of the second part, executors, and administrators, in manner following, that is to say :

THAT the said part of the first part now rightfully and absolutely possessed of, and entitled to, the said hereby assigned goods and chattels, and every part thereof, and that the said part of the first part now ha in good right to assign the same unto the said part of the second part, executors, administrators, and assigns, in manner aforesaid, and according to the true intent and meaning of these presents ; and that the said part hereto of the second part executors, administrators, and assigns, shall and may, from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the said hereby

assigned goods and chattels, and every part thereof to and for own use and benefit, without any manner of hindrance, interruption, molestation, claim, or demand whatsoever, of, from, or by the said part of the first part, or any person or persons whomsoever; and that free and clear, and freely and absolutely released and discharged, or otherwise, at the costs of the said part of the first part, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever; and, moreover, that the said part of the first part, and all persons rightfully claiming, or to claim, any estate, right, title, or interest, of, in, or to the said hereby assigned goods, and chattels, or any part thereof, shall and will from time to time, and at all times hereafter, upon every reasonable request of the said part of the second part, executors, administrators, or assigns, but at the costs and charges of the said part of the second part, make, do, and execute, or cause and procure to be made, done and executed, all such further acts, deeds, and assurances for the more effectually assigning and assuring the said hereby assigned goods and chattels, unto the said part of the second part, executors, administrators, and assigns, in manner aforesaid, and according to the true intent and meaning of these presents, as by the part of the second part, executors, administrators, or assigns or counsel, shall be reasonably advised and required.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Scaled, &c.

AFFIDAVIT OF MORTGAGEE.

CANADA. } I, in the within Bill
 Count of } of Sale named, make oath and
 To wit: } say that the sale thereby made
 is bona fide, and for good consideration, namely:
 and not for the purpose of holding, or enabling me, this
 deponent, to hold the goods and chattels mentioned
 therein against the creditors of the said bargainor.

Sworn before me, at
 this day }
 of A.D. 186
A Commissioner in B. R. in and for

AFFIDAVIT OF WITNESS.

CANADA : } I,
 Count of }
 TO WIT:
 make oath and say, that I was personally present
 and did see the annexed Bill of Sale duly signed sealed
 and delivered by the parties thereto, and that I
 this deponent am a subscribing witness to the same;
 and that the name set and subscribed as a witness
 to the execution thereof, is of the proper hand-writing
 of me this deponent, and that the same was executed
 at

Sworn before me, at }
 this day of
 A.D. 186

*A Commissioner for taking Affidavits in the
 Queen's Bench, in and for the*

BILL OF SALE.

(*Another Form.*)

THIS INDENTURE made the day of A.D. 18 , BETWEEN of the one part and of the other part. WHEREAS the said ha contracted and agreed with the said for the absolute sale to h of the mentioned and described in the Schedule hereto at or for the price or sum of

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of of lawful money of Canada, by the said to the said well and truly paid, at or before the sealing and delivery of these presents, (the receipt of which said sum h the said do hereby admit and acknowledge, and of and from the same and every part thereof, do hereby, acquit, release, and for ever discharge the said h executors, administrators, and assigns,) the said Ha bargained and sold, and by these presents, do bargain and sell unto the said h executors, administrators, and assigns, all mentioned and described in the said schedule, together with all advantages, privileges, and emoluments to arise therefrom or thereunto in any wise appertaining : To have, hold, receive, and take the said and all and singular, other the premises hereby bargained and sold, or intended so to be with their appurtenances unto the said h executors, administrators, and assigns for h and their absolute use and benefit. And the said do hereby for h heirs, executors, and administrators covenant, promise, and agree, with and to the said h executors, administrators, and assigns,

that it shall be lawful for the said h executors, administrators, and assigns, at all times hereafter, to have, hold, use, occupy, possess, and enjoy the said hereby assigned, or intended so to be, without any let, suit, hindrance, disturbance, claim, or demand whatsoever, of from, or by any person or persons whomsoever. In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first within written.

Signed, Sealed, &c.

The Schedule to which the foregoing Indenture refers.

BE IT REMEMBERED, that on the day of in the year first within written, a delivery was made by the within mentioned to the within mentioned of the within mentioned, or referred to, a being delivered to the said in the name of the whole, in the presence of

Witness of in the of .

[*The two affidavits the same as in the last Form.*]

BILL OF SALE OF VESSEL.

KNOW ALL MEN BY THESE PRESENTS, THAT of in the County of Owner of the or vessel called the of the burden of or thereabouts, now lying at the Port of for and in consideration of the sum of of lawful money of Canada, to paid by of in the County of the receipt whereof do hereby acknowledge, have bargained, sold, and assigned, and by these presents do bargain, sell and assign unto executors, administrators and assigns.

ALL AND SINGULAR, the Hull or Body of the said or Vessel called "The " now lying at the said port of together with the masts, yards, bowsprit, spars, standing and running rigging and gear, boats, anchors, chains, cables, blocks, and all other necessities belonging or appertaining to the said or Vessel; which said or Vessel has been duly registered at and the certificate of such registry is as follows :

TO HAVE AND TO HOLD the said or Vessel, and all other the before mentioned necessities belonging or appertaining thereto, unto the said executors, administrators and assigns, to and their own use and uses, and as and their own proper goods and chattels from henceforth forever

AND the said do hereby for executors and administrators, covenant, promise and agree to and with the said executors, administrators and assigns, in manner following, that is to say : That, at the time of the ensclaving and delivery hereof, ha in good right, full power, and lawful authority to grant, bargain, sell, assign and set over the said or Vessel, and all the necessities belonging or appertaining thereto, unto the said executors, administrators and assigns, in manner and form aforesaid. And that the said or Vessel, and all other the necessities belonging or appertaining thereto, and every part thereof, now are and so from henceforth forever shall be, remain and continue unto the said executors, administrators and assigns, free and clear, and freely and clearly acquitted and discharged of and from all former bargains, sales, gifts, grants, titles, debts, charges and incumbrances whatsoever. And further, that the said executors and administrators, shall and will

from time to time, and at all times hereafter, at the request, costs and charges of the said executors, administrators and assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, devices, conveyances and assurances in the law whatsoever, for the further, better and more effectually conveying, assigning and assuring the said or Vessel, and all the necessities belonging or appertaining thereto, or any part thereof, unto the said executors, administrators or assigns, as by them, any or either of them, or by their, any or either of their Counsel in the Law shall be reasonably devised, advised and required.

In Witness, &c.

Signed, Sealed, &c.

RECEIVED on the day and year first within written, from the within named the sum of of lawful money of Canada, being the consideration money therein mentioned.

Witness,

AFFIDAVIT OF EXECUTION.

CANADA.

County of

TO WIT :

}

make oath and say that I was personally present and did see the annexed Bill of Sale duly signed, sealed and delivered by the part thereto; and that I, this deponent, am a subscribing witness to the same. and that the name set and

subscribed as a witness to the execution thereof, is of the proper handwriting of me, this deponent; and that the same was executed at

Sworn before me, at)
this day of)
A.D. 186

*A Commissioner for taking Affidavits in the
Queen's Bench, in and for the*

BILL OF SALE OF VESSEL.

(Another Form.)

KNOW ALL MEN BY THESE PRESENTS, that I, A. B. of, &c., owner of the brig or vessel, called the of the burden of tons, or thereabouts, now lying at the port of for and in consideration of the sum of dollars, lawful money of Canada, to me paid by C. D., of the place aforesaid, the receipt whereof I hereby acknowledge, have bargained and sold, and by these presents do bargain, and sell unto the said C. D., his executors, administrators, and assigns, all the hull or body of said brig, or vessel, together with the masts, bowsprit, sails, boats, anchors, cables, spars, and all other necessities thereunto appertaining and belonging: the certificate of the registry of which said brig, or vessel, is as follows, to wit: [copy certificate of registry.] To have and to hold the said brig or vessel, and appurtenances thereunto belonging, unto the said C. D. his executors, administrators and assigns, to his and their proper use, benefit, and behoof, forever. And I do, for myself, my heirs, executors, and administrators, covenant and agree, to and with the said C. D., his execu-

tors, administrators, and assigns, to warrant and defend the said brig, or vessel, and all the before-mentioned appurtenances, against all and every person and persons whomsoever.

In Witness, &c.

[*Affidavit, &c., as in last Form.*]

BOND BLANK (WITHOUT CONDITION.)

KNOW ALL MEN BY THESE PRESENTS, that
 held and firmly bound unto in the penal sum of
 [This amount is called the penal
 sum, and is usually double the amount of the real
 debt, to cover interest, costs, and other expenses]
 of lawful money of Canada, to be paid to the said
 or to certain attorney, executors, adminis-
 trators or assigns, for which payment well and truly to
 be made bind heirs, executors, and ad-
 ministrators, and every of them, for ever, firmly by
 these presents, sealed with Seal. Dated this
 day of A.D. 18 .
 Signed, Sealed, &c.

BOND FOR PAYMENT OF MONEY.

KNOW ALL MEN BY THESE PRESENTS, that
 held and firmly bound unto in the penal sum of
 of lawful money of Canada, to be paid to the said
 or to certain attorney, executors, ad-
 ministrators, or assigns, for which payment, well and
 truly to be made, bind heirs, executors, and
 administrators, forever firmly by these presents.

SEALED with seal. Dated this day of
A.D. 18 .

THE CONDITION of the above written Bond or obligation is such, that if the above bounden heirs, executors, or administrators, do, and shall well and truly pay, or cause to be paid, unto executors, administrators, or assigns, the just and full sum of of lawful money of Canada, with interest thereon, at the rate of per cent. per annum, on the days and times, and in the manner following, that is to say : without any deduction, defalcation, or abatement whatsoever, then the said Bond or obligation to be void, otherwise to be and remain in full force and virtue.

Signed, Scaled, &c.

BOND TO CONVEY LAND.

KNOW ALL MEN by these presents, that I, of am held and firmly bound unto of in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators or assigns ; for which payment well and truly to be made bind heirs, executors and administrators, and every of them forever firmly by these presents. Sealed with seal. Dated this day of A.D. 18 .

WHEREAS, the said ha contracted with the above bounden for the absolute purchase, in fee simple, free from all incumbrances, of the following parcel or tract of land, hereditaments and premises, that is to say :

AND WHEREAS the said ha agreed to pay therefor the sum of of lawful money of Canada, at the time and in manner following, that is to say :

NOW THE CONDITION of the above obligation is such that if the said heirs, executors, administrators, or assigns, shall well and truly pay or cause to be paid to the above bounden executors, administrators or assigns, the said sum of at the time and in manner aforesaid; then if the above bounden heirs and assigns, shall, by good and sufficient deed or deeds of conveyance, in fee simple, convey and assure, or cause to be conveyed and assured unto the said heirs and assigns, forever, the said premises hereinbefore described, free from all incumbrances, then the above obligation to be void; otherwise to be and remain in full force and virtue.

Signed, Sealed, &c.

BOND FOR PAYMENT OF PURCHASE MONEY.

KNOW ALL MEN BY THESE PRESENTS, that held and firmly bound unto in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators or assigns, for which payment well and truly to be made bind heirs, executors, and administrators, and every of them, for ever, firmly by these Presents.

Sealed with seal. Dated this day of
A. D. 18

WHEREAS, the above bounden ha contracted with the said for the absolute purchase, in fee simple, free from all incumbrances, of the following

parcel or tract of land, hereditaments, and premises, that is to say :

AND WHEREAS, the above bounden ha agreed to pay therefor the sum of of lawful money of Canada, at the times and in the manner following, that is to say :

AND WHEREAS, upon the treaty for the said purchase it was agreed that the above bounden should enter into the above Bond or Obligation for payment of the said purchase money, or the unpaid part thereof, and interest, in manner aforesaid, and be let into possession of the said lands and premises, and receipt of the rents and profits thereof from the day of the date hereof.

Now, the condition of the above obligation is such, that if the above bounden heirs, executors, administrators, or assigns, shall well and truly pay, or cause to be paid, to the said executors, administrators, or assigns, the whole of the said purchase money, and interest thereon as aforesaid, at the times and in the manner aforesaid, without making any deduction, defalcation, or abatement thereout on any account whatsoever, then the above obligation shall be void, otherwise to be and remain in full force and virtue.

Signed, Sealed, &c.

BOND OF INDEMNITY.

KNOW ALL MEN BY THESE PRESENTS, that held and firmly bound unto in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators or assigns, for which payment well and truly to be made bind heirs, executors, and administrators, and

every of them, for ever, firmly by these Presents, sealed with seal, Dated this day of A.D. 18

THE CONDITION of the above written bond or obligation, is such, that if the above bounden obligor, his heirs, executors and administrators, do and shall, from time to time, and at all times hereafter, hold and keep harmless and fully indemnified the said obligee, his heirs, executors, and administrators, and his and their lands and tenements, goods, chattels, and effects of, from, and against all loss, costs, charges, damages, and expenses which the said obligee, his heirs, executors, or administrators may at any time hereafter bear, sustain, be at, or be put to, for or by reason, or on account of (*here insert the particular matter or thing, against which the obligee is to be indemnified*) or anything in any manner relating thereto,

THEN the above written Bond or obligation to be void, otherwise to be and remain in full force and virtue.

Signed, Sealed, &c.

BOND OF INDEMNITY UPON PAYING A LOST NOTE.

KNOW ALL MEN BY THESE PRESENTS, that I, of am held and firmly bound unto of in the sum of of lawful money of Canada, to be paid to the said or his certain attorney, executors, administrators or assigns; for which payment, well and truly to be made I bind myself, my heirs, executors, and administrators, and each and every of them, firmly by these presents. Sealed with my seal dated this day of A.D. 18 .

Whereas the above-named by his promissory

note signed by him, and dated day of A.D.
18 , did promise to pay unto or order
six months after date, for value received, and such
note was afterwards endorsed by the said and
others, and became the property of of as
the said avers; and whereas the said
alleges that he sent the said note by mail, on the
day of last to the above-named to be
by him received for the use of said which said
note, it is apprehended, was stolen out of the mail, [or
as the case is,] or otherwise lost. And whereas the
said has, on the day of the date hereof, at the
request as well of the said as of the said
and upon his, the said promising to
indemnify the said and deliver up the said note
to be cancelled when found, paid the said the
said sum of in full satisfaction and discharge of the
said note, the receipt whereof the said doth
hereby acknowledge; The condition, therefore, of the
above-named obligation is such, that if the said
his heirs, executors, or administrators, or any of them,
do and shall, from time to time, and at all times here-
after, save, defend, keep harmless, and indemnify the
said his executors and administrators, and the
goods, chattels, lands, and tenements of the said
of, from, and against the said note of and
of and from all costs, charges, damages, and expenses,
that shall or may happen or arise therefrom, and also
deliver or cause to be delivered up the said note,
when and so soon as the same shall be found, to be can-
celled, then this obligation to be void; otherwise to be
and remain in full force and virtue.

Signed, Sealed, &c.

BOND (FOR FIDELITY OF CLERK.)

KNOW ALL MEN BY THESE PRESENTS, that we
 of and of and each of us, our, and
 each of our heirs, executors, and administrators, are
 firmly bound unto of and of
 their executors, administrators and assigns, for the pay-
 ment to them of the penal sum of dated this
 day of A.D. 18 .

Whereas the said and have agreed
 to admit into their service as clerk, and to con-
 tinue him in such service, subject to three months notice
 in writing on either side, on our becoming sureties for
 his faithfully serving and accounting to them, and the
 survivor of them, their and his executors and adminis-
 trators, and other the person or persons who shall have
 become partner or partners with them or either of them,
 and his or their executors and administrators in manner
 hereinafter mentioned, so long as the said con-
 tinues in such service ; and whereas by the above-writ-
 ten obligation, we have become sureties accordingly ;

Now, the above-written obligation is conditioned to
 be void if the said shall faithfully serve, and
 from time to time, and at all times account for, and pay
 over to the said and or the survivor of
 them, their and his executors and administrators, and
 other the person or persons who shall have become part-
 ner or partners with them, or either of them, and his
 and their executors and administrators, all moneys,
 securities for money, goods and effects whatsoever,
 which he, the said shall receive for their or
 any of their use, or for the use of any person or
 body politic, to whom they or either of them shall

be accountable or which shall be intrusted to his care by them, or either or any of them, or by or for any person or body politic to whom they or either of them shall be accountable. And shall not embezzle, withhold, destroy, or anywise injure any such moneys, securities for money, goods and effects as aforesaid, or any books, papers, writings, goods, or effects of them, or either or any of them, provided always that each of the said sureties is not to be separately liable, nor are his executors or administrators for more than half of the penal sum secured by the above-written obligation. And also that each of said sureties may put an end to his liability on the above-written obligation, by giving to the said and their executors or administrators, six months notice in writing of his intention so to do, and shall be free from liability for any event or default happening after the expiration of such notice.

Signed, Sealed, &c.

BOND FROM LESSEE AND SURETY TO PAY RENT.

KNOW ALL MEN BY THESE PRESENTS, that we, C. D., of in the County of and Province of Canada, Carpenter, and E. F. of the same place, Butcher, are held and firmly bound unto A. B., of in the County of and Province of Canada, Esquire, in the penal sum of of lawful money of Canada, to be paid to the said A. B. or to his certain attorney, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us by himself, our and each of our heirs, executors and administrators for ever firmly by these presents. Sealed with our seals. Dated this day of A. D. 18

WHEREAS, the above named A. B. by his Indenture of Lease, bearing even date with and executed before the above written obligation, for the consideration in the said lease mentioned, hath demised to the above bounden C. D., a certain saw mill, situate at, &c. To hold unto the said C. D., his executors, administrators and assigns, for the term of years, from thence next ensuing, determinable, nevertheless, at the end of the first years of the said term, if the said C. D., his executors, administrators, or assigns, shall give months notice thereof, in manner therein mentioned, at and under the yearly rent of payable quarterly, in manner as therein expressed, as by the said lease will more fully appear. Now the condition of the above-written obligation is such, that if the above bounden C. D. and E. F., or either of them, their or either of their heirs, executors or administrators, shall and do, during the continuance of the said recited lease, well and truly pay, or cause to be paid, the said yearly rent or sum of unto him the said A. B., his heirs or assigns, by four equal quarterly payments, of each, on the several days following, that is to say, the day of the day of the day of and the day of in each and every year during the said demise, or within days next after every of the said days or times of payment, according to the true intent and meaning of the said recited lease, the first quarterly payment to be made on the day of next; then the above-written obligation shall be void and of no effect, but if default shall happen to be made of or in any of the said quarterly payments, then the same shall remain in full force.

Signed, Sealed, &c.

BOND FOR MINOR TO CONVEY WHEN OF AGE.

KNOW ALL MEN BY THESE PRESENTS, that held and firmly bound unto in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators or assigns, for which payment, well and truly to be made, bind heirs, executors, and administrators, for ever firmly by these presents.

Sealed with seal. Dated this day of
A. D. 18 .

WHEREAS of, &c., deceased, by his last will and testament, in writing, dated the day of and duly proved in the Surrogate Court for the County of on the day of A. D. 18 did, among other things, give, devise, and bequeath, all that messuage or tenement situated at described as follows, to wit, which was then in the occupation of to be divided equally between his two sons, and their heirs and assigns; and whereas the above-named obligee, has agreed with the said and for the absolute purchase of the tenement and premises, so devised to them as aforesaid, at and for the sum of but the said not being yet of the age of twenty-one years, cannot join in conveying the same to the said

And whereas the said has, at the request of the above-bound and on his promise and undertaking that the said should, when, and as soon as he shall have attained the age of twenty-one years, at the cost and charge of the said convey and assure to him the said his heirs and assigns, his undivided moiety or half part of the said messuage or tenement and premises, paid into the hands of the said the whole of

the said purchase money; and the said has, by his deed of even date herewith, duly made, sealed, and delivered, conveyed his undivided moiety or half part of said messuage or tenement and premises to the said

his heirs and assigns; Now, the condition of this obligation is such, that if the said do and shall, when and as soon as he shall have attained the age of twenty-one years, at the cost and charge of the said

convey and assure unto him the said his heirs and assigns, by such deeds and conveyances as the counsel of the said shall advise, his undivided moiety or half part of and in the said messuage or tenement and premises, devised to him and the said as aforesaid, and that without any consideration to be paid to him by the said ; and also if, and in case the said

his heirs, executors, and administrators, do and shall, in the mean time, and until the said shall have executed such conveyance as aforesaid, save, defend, keep harmless and indemnified the said his heirs, executors, administrators, and assigns, and the said messuage or tenement and premises, so to be conveyed by the said

to the said as aforesaid, and the rents, issues, and profits thereof, of and from all claim and demand to be made thereto, by or on behalf of the said ; then, &c. ; otherwise, &c.

CERTIFICATE OF ACKNOWLEDGMENT BY MARRIED WOMAN.

I, (or we) do hereby certify that on this day
of A. D. 18 at the of in the County of
the within Deed was duly executed in presence
by of the of in the County of Wife of

one of the grantors therein named. And that the said Wife of the said at the said time and place being examined by apart from her husband did appear to give her consent to convey her estate in the lands mentioned in the said Deed freely and voluntarily and without coercion or fear of coercion on the part of her husband or of any other person or persons whatsoever.



CERTIFICATE UNDER ACT FOR QUIETING TITLES.



In Chancery.

No.—

These are to certify that under the authority of the “Act for Quieting Titles to Real Estate in Upper Canada” of in the County of Esquire, is the legal and beneficial owner in fee simple in possession of

All that parcel or tract of land and premises situate, lying and being being composed of subject to the reservations mentioned in the seventeenth section of the said Act, and therein numbered but free from all other rights, interests, claims and demands whatsoever.

IN WITNESS whereof, the Honourable the Chancellor of the said Court, has hereunto set his hand and the seal of the said Court has been hereunto affixed this day of 18 .

Referee of Titles.



CHARTER PARTY.



THIS CHARTER PARTY, indented, made, concluded, and agreed upon, the day of A. D. 18 BETWEEN

A. B. of master and owner of the ship or vessel called of the burthen of of the one part, and C. D. of of the other part, witnesseth: That the said A. B., for the consideration hereinafter mentioned, hath granted and to freight letten, and by these presents doth grant and to freight let, unto the said C. D., his executors, administrators, and assigns, the whole tonnage of the hold, stem, sheets, and half deck of the said ship or vessel, from the port of to the port of in a voyage to be made with the said ship in the manner following (that is to say:) the said A. B. is to sail with the first fair wind and weather that shall happen next after the day of or before the day of next, from the said port of with the goods and merchandize of the said C. D., his factors or assigns on board, to aforesaid, there to be delivered and discharged of her said cago, within fifteen days next after her arrival to the end of the said voyage: In consideration whereof, the said C. D., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said A. B., his executors, administrators, and assigns, and every of them, by these presents, that the said C. D., his executors, administrators, factors, or assigns, shall and will well and truly pay, or cause to be paid, unto the said A. B., his executors, administrators, and assigns, for the freight of the said ship or goods, the sum of [or thus, 20 dollars a ton for loading or unloading and taking in goods at and ports,] within one and twenty days after the said ship's arrival, and goods discharged at aforesaid, for the end of the voyage; and also shall and will pay for demurrage, if any shall be by default of him the said C. D., his factors or assigns, the sum of two

dollars a day, daily and every day, as the same shall grow due; and the said A. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, and every of them, by these presents, that the said ship or vessel shall be ready at the said port of at wharf, to take in goods, by the said day of next coming; and within ten days after the said ship shall be ready at the said wharf as aforesaid, the said C. D. doth grant, promise, and agree, to have his goods ready and put on board of said ship, in order that she may proceed on her said voyage. And the said A. B. doth also covenant, promise, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, that the said ship or vessel now is, and at all times during the said voyage shall be at the best endeavour of the said A. B., his executors and administrators, at his and their own proper costs and charges, in all things made and kept stiff, staunch, and strong, and well furnished, and provided as well with men and mariners sufficient and able to sail, guide, and govern the said ship as with all manner of rigging, boats, tackle, apparel, furniture, provision, and appurtenances, fitting and necessary for the said men and mariners, and for the said ship, during the voyage aforesaid.

In Witness, &c.

CHATTEL MORTGAGE.

THIS INDENTURE, made the day of A.D. 18 .
 BETWEEN of the one part; and of the
 other part :

WITNESSETH, that the said party of the first part, for and in consideration of the sum of of lawful money of Canada, to him in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) hath granted, bargained, sold and assigned, and by these presents doth grant, bargain, sell and assign unto the said party of the second part, his executors, administrators and assigns, all and singular the goods, chattels, furniture and household stuff hereinafter particularly mentioned and expressed, that is to say :

TO HAVE AND TO HOLD all and singular the said goods and chattels, hereinbefore granted, bargained, sold and assigned, or mentioned, or intended so to be, unto the said party of the second part, his executors, administrators and assigns, to the only proper use and behoof of the said party of the second part, his executors, administrators and assigns forever :

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said party of the first part, his executors or administrators, do and shall well and truly pay or cause to be paid unto the said party of the second part, his executors, administrators or assigns, the full sum of with legal interest for the same from the date hereof,

Then these presents, and every matter and thing herein contained, shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in anywise notwithstanding.

And the said party of the first part, for executors and administrators, shall and will warrant and forever

defend by these presents all and singular the said goods chattels and property by these presents unto the said party of the second part, . executors, administrators and assigns, against the said party of the first part, executors and administrators, and against all and every other person and persons whomsoever :

And the said party of the first part doth hereby for executors and administrators, covenant, promise and agree, to and with the said party of the second part, executors, administrators and assigns, that the said party of the first part, executors or administrators, or some or one of them, shall and will well and truly pay or cause to be paid, unto the said party of the second part, executors, administrators or assigns, the said sum of money in the above proviso mentioned, with interest for the same as aforesaid, on the day and time and in the manuer above limited for the payment thereof.

And also, that in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or the interest thereon, or any part thereof, or in case the said party of the first part shall attempt to sell or dispose of or in any way part with the possession of the said goods and chattels, or any of them, or to remove the same, or any part thereof, out of the County of without the consent of the said party of the second part, executors, administrators or assigns, to such sale, removal or disposal thereof first had and obtained in writing, then and in such case it shall and may be lawful for the said party of the second part, executors, administrators or assigns, with or their servant or servants, and with such other assistant or assistants as may require, at any time during the

day to enter into and upon any lands, tenements, houses and premises wheresoever and whatsoever where the said goods and chattels, or any part thereof, may be, and for such persons to break and force open any doors, locks, bolts, bars, fastenings, hinges, gates, fences, houses, buildings, enclosure and place, for the purpose of taking possession of and removing the said goods and chattels; And upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the said party of the second part, executors, administrators or assigns, and each or any of them, is and are hereby authorised and empowered to sell the said goods and chattels, or any of them or any part thereof, at public auction or private sale, as to them or any of them may seem meet; And from and out of the proceeds of such sale in the first place to pay and reimburse or themselves all such sums and sum of money as may then be due by virtue of these presents, and all such expenses as may have been incurred by the said party of the second part, executors, administrators or assigns, in consequence of the default, neglect, or failures of the said party of the first part, executors, administrators or assigns, in payment of the said sum of money, with interest thereon, as above mentioned, or in consequence of such sale or removal as above mentioned, and in the next place to pay unto the said party of the first part, executors, administrators and assigns, all such surplus as may remain after such sale, and after payment of all such sum or sums of money, and interest thereon, as may be due by virtue of these presents at the time of such seizure, and after payment of the costs, charges and expenses incurred by such seizure and sale as aforesaid; Provided

always, nevertheless, that it shall not be incumbent on the said party of the second part, executors, administrators and assigns, to sell and dispose of the said goods and chattels; but that in case of default in payment of the said sum of money, with interest thereon as aforesaid, it shall and may be lawful for the said party of the second part, executors, administrators and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said goods and chattels, without the let, molestation, eviction, hindrance or interruption of the said party of the first part, executors, administrators or assigns, or any of them, or any other persons or person whomsoever.

And the said party of the first part doth hereby further covenant, promise and agree, to and with the said party of the second part, executors, administrators and assigns, that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the said party of the first part, executors or administrators, shall and will forthwith pay or cause to be paid unto the said party of the second part executors, administrators and assigns, all such sum or sums of money, with interest thereon, as may then be remaining due.

And the said party of the first part doth put the said party of the second part in full possession of the said goods and chattels, by delivering to in the name of all the said goods and chattels, at the sealing and delivery thereof.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, &c.

AFFIDAVIT OF MORTGAGEE.

CANADA. } I, _____ of the _____ of
 Count of _____ in the County of _____ in
 To wit: } the Bill of Sale by way of
 mortgage named, make oath and say that _____ the
 Mortgagor in the annexed Bill of Sale by way of mort-
 gage named, is justly and truly indebted to me, this
 deponent _____ the Mortgagee therein named, in the
 sum of _____ mentioned therein. That the said Bill of Sale
 by way of mortgage was executed in good faith, and for
 the express purpose of securing the payment of the
 money so justly _____ due or accruing due as aforesaid,
 and not for the purpose of protecting the goods and
 chattels mentioned in the said Bill of Sale by way of
 mortgage against the creditors of the said _____ the
 Mortgagor therein named, or preventing the Creditors
 of such Mortgagor from obtaining payment of any
 claim against him.

Sworn before me, at _____ in the County of _____ this
 day of _____ A. D. 18 _____.

*A Commissioner for taking Affidavits in the Queen's Bench, in
 and for the _____ Count of _____*

AFFIDAVIT OF WITNESS.

CANADA. } I, _____ of the _____ of
 Count of _____ in the _____ Count of _____
 To wit: } make oath and say, that I was
 personally present, and did see the annexed Bill of Sale
 by way of mortgage duly signed, sealed and delivered
 by _____ the parties thereto, and that the name
 set and subscribed as a witness to the execution thereof

is of the proper handwriting of me this deponent, and that the same was executed at _____ in the said County of _____

Sworn before me, at the _____ of _____ in the _____ Count of _____ this _____ day of _____ A. D. 18 _____.

A Commissioner for taking Affidavits in the Queen's Bench in and for the _____ Count of _____

CHATTEL MORTGAGE (PROMISSORY NOTE)

THIS INDENTURE, made the _____ day of _____ A.D. 18 _____.

BETWEEN _____ of the first part; and _____ of the second part:

WHEREAS the said part _____ of the second part ha endorsed the promissory note of the said part _____ of the first part, for the sum of _____ of lawful money of Canada, for the accommodation of the said part _____ of the first part; which promissory note is in the words and figures following, that is to say:—

AND WHEREAS the said part _____ of the first part ha agreed to enter into these presents for the purpose of indemnifying and saving harmless the said part _____ of the second part, of and from the payment of the said promissory note, or any part thereof, or any note or notes hereafter to be endorsed by the said part _____ of the second part, for the accommodation of the said part _____ of the first part, by way of renewal of the said recited note, or otherwise howsoever.

NOW THIS INDENTURE WITNESSETH, that the said part _____ of the first part, for and in consideration of the premises, and of the sum of one dollar of lawful money of Canada, to _____ in hand well and truly paid by

the said part of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, ha granted, bargained, sold, and assigned, and by these presents do grant, bargain, sell, and assign unto the said part of the second part executors, administrators, and assigns, all and singular the goods, chattels, furniture, and household stuff hereinafter particularly mentioned and expressed, that is to say :—

TO HAVE AND TO HOLD, all and singular, the goods and chattels hereinbefore granted, bargained, sold, and assigned, or mentioned, or intended so so be, unto the said part of the second part executors, administrators and assigns, to the only proper use and behoof of the said part of the second part, executors, administrators and assigns, forever :

PROVIDED ALWAYS, and these presents are upon this condition, that if the said part of the first part executors or administrators, do and shall well and truly pay, or cause to be paid, the said promissory note, so as aforesaid endorsed by the said part of the second part, a copy of which said promissory note is set out in the recital to this indenture : and do and shall well and truly pay, or cause to be paid, all and every other note or notes which may hereafter be endorsed by the said part of the second part, for the accommodation of the said part of the first part, by way of renewal of the said note in the said recital to this indenture set forth, or otherwise howsoever, and indemnify and save harmless the said part of the second part from all loss, costs, charges, damages, or expenses, in respect of the said note or renewals then these presents, and every matter and thing herein contained shall cease,

determine, and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in any wise notwithstanding. And the said part of the first part, for executors and administrators, shall and will warrant, and forever defend by these presents, all and singular the said goods, chattels, and property, unto the said part of the second part executors, administrators, and assigns, against the said part of the first part, executors and administrators, and against all and every other person or persons whomsoever. And the said part of the first part do hereby, for executors and administrators, covenant, promise and agree to and with the said part of the second part executors, administrators, and assigns, that the said part of the first part executors, or administrators, or some or one of them, shall and will well and truly pay, or cause to be paid the said promissory note in the above recital and proviso mentioned, and all future or other promissory notes, which the said part of the second part shall hereafter endorse for the accommodation of the said part of the first part, as aforesaid, and indemnify, and save harmless the said part of the second part, from all loss, costs, charges, damages, or expenses in respect thereof.

AND also, that in case default shall be made in the payment of the said promissory note, or any future note or notes as in the said proviso mentioned, or the interest thereon, or any part thereof, or otherwise as aforesaid, or in case the said part of the first part shall attempt to sell or dispose of, or in any way part with the possession of the said goods and chattels, or any of them, or remove the same, or any part thereof, out of the

count of without the consent of the said part
of the second part executors, administra-
tors, or assigns to such sale, removal, or disposal thereof,
first had and obtained in writing; then, and in such
case, it shall and may be lawful for the said part of
the second part executors, administrators, or
assigns, with or their servant or servants, and with
such other assistant or assistants as or they may
require at any time during the day to enter into and
upon any lands, tenements, houses and premises, whereso-
ever and whatsoever where the said goods and chattels
or any part thereof may be, and for such persons to
break and force open any doors, locks, bolts, fastenings,
hinges, gates, fences, houses, buildings, enclosures, and
places, for the purpose of taking possession of and
removing the said goods and chattels, and upon and
from and after the taking possession of such goods and
chattels as aforesaid, it shall and may be lawful, and the
said part of the second part executors, ad-
ministrators, or assigns, and each or any of them is and
are hereby authorized and empowered, to sell the said
goods and chattels or any of them, or any part thereof,
at public auction or private sale, as to or them
or any of them may seem meet, and from and out of
the proceeds of such sale, in the first place to pay and
reimburse or themselves all such sums and
sum of money as may then be due by virtue of these
presents, on the said promissory note or any future
note or notes as aforesaid, and all such expenses
as may have been incurred by the said part
of the second part executors, administrators, or
assigns, in consequence of the default, neglect or fai-
lures of the said part of the first part exc-

utors, administrators, or assigns, in payment of the said promissory note or notes as above mentioned, or in consequence of such sale or removal as above mentioned, and in the next place to pay unto the said part of the first part executors, administrators or assigns, all of such surplus as may remain after such sale and after payment of all such sum and sums of money, and interest thereon, as the said part of the second part, shall be called upon to pay by reason of endorsing the promissory note in the said recital and proviso mentioned, or any future note or notes to be endorsed by the said part of the second part, for the said part of the first part, as aforesaid, at the time of such seizure, and after payment of the costs, charges, and expenses incurred by such seizure and sale as aforesaid.

PROVIDED ALWAYS, nevertheless, that it shall not be incumbent on the said part of the second part executors, administrators, and assigns, to sell and dispose of the said goods and chattels, but that in case of default in payment of the said note or notes as aforesaid, it shall and may be lawful for the said part of the second part executors, administrators, and assigns, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels without the let molestation, eviction, hindrance, or interruption of the said part of the first part executors, administrators, or assigns, or any of them, or any other persons or person whomsoever. And the said part of the first part do hereby further covenant, promise, and agree to and with the said part of the second part executors, administrators, and assigns, that in case the sum of money realized under any such sale as above mentioned

shall not be sufficient to pay the whole amount due on and by the said note or notes at the time of such sale, that the said part of the first part executors, or administrators, shall and will forthwith pay, or cause to be paid, unto the said part of the second part executors, administrators, and assigns, all such sum or sums of money, with interest thereon, as may then be remaining due upon or under the said note or notes. And the said part of the first part put the said part of the second part in full possession of the said goods and chattels, by delivering to in the name of all the said goods and chattels at the sealing and delivery hereof.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, &c.

— ♦ —

AFFIDAVIT OF MORTGAGE.

CANADA,	}	I,	of	in the
Count of			within bill of sale by way	
To WIT:	}	of mortgage named, make oath		

and say that such mortgage truly sets forth the agreement entered into between and the said mortgagor therein named, and truly states the extent of the liability intended to be created by such agreement, and covered by such mortgage, and that the said bill of sale by way of mortgage was executed in good faith, and for the express purpose of securing the said mortgagee therein named, against the payment of the amount of such liability for the said mortgagor by

reason of the said promissory note therein recited, or any future note or notes which may endorse for the accommodation of the said part of the first part, whether as renewals of the said recited promissory note, or otherwise; and not for the purpose of securing the goods and chattels mentioned therein, against the creditors of the mortgagor nor to prevent such creditors from recovering any claims which they may have against such mortgagor.

Sworn before me, at in the County of this
day of A. D., 18 .

*A Commissioner, &c., in the Queen's Bench, in and for the
County of*

Affidavit of witness as in last form.

CHATTEL MORTGAGE.

(Future Advances.)

THIS INDENTURE, made the day of A. D.
18 . BETWEEN of the first part; and
of the second part; WITNESSETH, that whereas (*here
insert recitals shewing the terms, nature and effect of
the agreement, and the amount of the liability intended
to be created.*)

NOW, THEREFORE, the said party of the first part, for the consideration hereinbefore recited, and in pursuance of the said agreement, hath granted, bargained, sold, and assigned, and by these presents doth grant, bargain, sell and assign, unto the said party of the second part, his executors, administrators, and assigns, all and singular the goods, chattels, furniture, and household stuffs hereinafter particularly mentioned and described

in the Schedule hereunto annexed, marked A. To have and to hold, all and singular the said goods and chattels hereinbefore granted, bargained, sold, and assigned, or mentioned or intended so to be, unto the said party of the second part, his executors, administrators and assigns, to the sole and proper use and behoof of the said party of the second part, his executors, administrators and assigns forever. Provided always, and these presents are upon this condition, that if the said party of the first part, his executors, or administrators, do and shall well and truly and do and shall well and truly save harmless the said party of the second part from then these presents, and every matter and thing herein contained shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in any wise notwithstanding. And the said party of the first part, for himself, his executors and administrators, all and singular the said goods, chattels and property, by these presents unto the said party of the second part, his executors, administrators and assigns, against him the said party of the first part, his heirs, executors and administrators, and against all and every other person and persons whomsoever, shall and will warrant and forever defend by these presents. And the said party of the first part doth hereby for himself, his heirs, executors and administrators, Covenant, Promise and Agree, to and with the said party of the second part, his executors, administrators and assigns or in case the said party of the first part shall attempt to sell or dispose of, or in any way part with the possession of the said goods and chattels, or any of them, or to remove

the same, or any part thereof, out of the without the consent of the said party of the second part, his executors, administrators or assigns, to such sale, removal or disposal thereof first had and obtained in writing, then and in such case it shall and may be lawful for the said party of the second part, his executors, administrators or assigns, with his or their servant or servants, and with such other assistant or assistants as he or they may require, at any time during the day to enter into and upon any lands, tenements, houses and premises wheresoever the said goods and chattels, or any part thereof, may be, and for such persons to break and force open any doors, locks, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places, for the purpose of taking possession of and removing the said goods and chattels ; and upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the said party of the second part, his executors, administrators or assigns, and each or any of them is and are hereby authorized and empowered to sell the said goods and chattels, or any of them, or any part thereof, at public auction or private sale, as to him or any of them may seem meet, and from and out of the proceeds of such sale in the first place to pay and reimburse him and them all such sums and sum of money as may then be due by virtue of these presents, and all such expenses as may have been incurred by the said party of the second part, his executors, administrators or assigns in consequence of the default, neglect or failure of the said party of the first part, his executors, administrators or assigns, in payment of the said sum of money, with interest thereon as above mentioned, and in the next place to pay unto the

said party of the first part, his executors or administrators, all such surplus as may remain after such sale; and after payment of all such sum and sums of money, and interest thereon as may be due by virtue of these presents at the time of such seizure, and after the payment of the costs and charges and expenses incurred by such seizure and sale as aforesaid.

Provided always, nevertheless, that it shall not be incumbent on the said party of the second part, his executors, administrators or assigns, to sell and dispose of the said goods and chattels, but that in case of default

it shall and may be lawful for the said party of the second part, his executors, administrators or assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said goods and chattels, without the let, molestation, eviction, hindrance or interruption of him the said party of the first part, his executors, or administrators, or any of them, or any other person or persons whomsoever.

And the said party of the first part doth hereby further covenant, promise and agree to and with the said party of the second part, his executors, administrators and assigns, that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that he the said party of the first part, his executors or administrators shall and will forthwith pay or cause to be paid unto the said party of the second part, his executors, administrators or assigns, all such sum and sums of money, with interest thereon as may then be remaining due.

And he the said party of the first part doth put the said party of the second part in full possession of the

said goods and chattels, by delivering to him in the name of all the said goods and chattels at the sealing and delivery hereof.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first above written

Signed, Sealed, &c.

AFFIDAVIT OF MORTGAGEE.

County of } I, make oath and say, that
 } To wit: the within mortgage truly sets forth
 the agreement entered into between myself and
 therein named, and truly states the extent of the liability
 intended to be created by such agreement, and covered
 by the within mortgage.

That the within mortgage is executed in good faith,
 and for the express purpose of securing me against the
 payment of the amount of my liability, as That the
 within mortgage is not executed for the purpose of
 securing the goods and chattels mentioned in the
 Schedule attached hereto, marked A, against the credi-
 tors of the said or to prevent such creditors from
 recovering any claims which they may have against the
 said

Sworn before me, at this day of
 A. D. 18 .

A Commissioner in B. R. &c.

Affidavit of Witness as in last Form.

CLERKSHIP, ARTICLES OF, TO AN ATTORNEY.

ARTICLES OF AGREEMENT made the day of
A. D., 18 . BETWEEN A. B. of gentleman, one
of the Attorneys of Her Majesty's Courts of Queen's
Bench and Common Pleas for Upper Canada, and a
Solicitor of the Court of Chancery of the one part, and
C. D. of and E. F. son of the said C. D. of the
other part, Witness that the said E. F. of his own free
will and by and with the consent and approbation of the
said C. D. hath placed and bound himself, and by these
presents doth place and bind himself clerk to the said
A. B. to serve him from the day of the date hereof, for
and during, and until the full end and term of five years
from hence next ensuing, and fully to be complete and
ended. And the said C. D. doth hereby for himself, his
heirs, executors, and administrators, covenant with the
said A. B. his executors, administrators, and assigns,
that the said E. F. shall and will well and faithfully,
and diligently serve the said A. B. as his clerk in the
business, practice, or profession of an Attorney at Law
and Solicitor in Chancery, from the day of the date hereof
for and during, and unto the full end of the said term of
five years, and that he the said E. F. shall not at any time
during such term, cancel, obliterate, injure, spoil, des-
troy, waste, embezzle, spend, or make away with, any of
the books, papers, writings, documents, moneys, chattels,
or other property of the said A. B., his executors, ad-
ministrators, or assigns, or his partner or partners, or
any of his clients or employers. And that in case the
said E. F. shall act contrary to the last mentioned cove-
nant, or if the said A. B. his executors, administrators,
or assigns, or his partner or partners, shall sustain or

suffer any loss or damage by the misbehavior, neglect, or improper conduct of the said E. F. the said C. D. his heirs, executors, or administrators, shall indemnify the said A. B. and make good and reimburse him the amount or value thereof. And further, that the said E. F. will at all times keep the secrets of the said A. B. and his partner or partners, and will at all times during the said term, readily and cheerfully obey and execute his or their lawful and reasonable commands, and shall not depart or absent himself from the service or employ of the said A. B. at any time during the said term without his consent first had and obtained, and shall, from time to time, and at all times during the said term, conduct himself with all true diligence, honesty and sobriety. And that the said C. D., his executors, and administrators, will from time to time, and at all times during the said term, find and provide the said E. F. with all necessary and becoming apparel, and also medicine and surgery in case of illness. [*This latter covenant may be extended to other things as for the support and maintenance of the Clerk, &c.*] And the said E. F. doth hereby for himself covenant with the said A. B. his executors, administrators, and assigns, that he, the said, E. F. will truly, honestly, and diligently serve the said A. B. at all times for and during the said term, as a faithful clerk ought to do in all things whatsoever in the manner above specified.

IN CONSIDERATION WHEREOF and of five shillings of lawful money by the said C. D. to the said A. B. paid at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) the said A. B. for himself, his heirs, executors and administrators, doth covenant with the said C. D. his executors and adminis-

trators, that he the said A. B. will accept and take said E. F. as his clerk. And also that the said A. B. will, by the best ways and means he may or can, and to the utmost of his skill and knowledge, teach and instruct or cause to be taught and instructed, the said E. F. in the said practice or profession of an Attorney-at-Law and Solicitor-in-Chancery, which he the said A. B. now doth, or shall at any time during the said term, use or practice. (Other covenants may if within the object of the clerkship be inserted here. Sometimes especially if the clerk has been sometime in the profession, the attorney covenants to pay him a salary.) And also will at the expiration of the said term use his best means and endeavors, at the request, costs and charges of the said C. D. and E. F. or either of them, to cause and procure him, the said E. F. to be admitted and sworn an attorney of Her Majesty's said Courts of Queen's Bench and Common Pleas, or either of them, and a solicitor of the Court of Chancery, or any other of Her Majesty's Courts of Law or Equity, provided the said E. F. shall have well, faithfully, and diligently served his said intended clerkship.

IN WITNESS WHEREOF the parties aforesaid have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, &c.

If the intended clerk be of full age, there will be no necessity for the father to be made a party.

CONDITIONS OF SALE OF GOODS.

1. The highest bidder to be the purchaser; and, if any dispute shall arise as to the last or best bidder, the

property shall be immediately put up again at the former bidding.

2. No person to advance less than cents at a bidding.

3. The purchasers to give in their names, and places of residence (*if required*) and pay down a deposit of per cent. in part payment of purchase money; in default of which, the lot or lots so purchased will be immediately put up again and re-sold.

4. The lots to be taken away at the buyer's expense, within three days after, and the remainder of the purchase money to be paid on or before delivery.

5. Upon failure of complying with these conditions, the deposit money shall be forfeited; and all lots uncleared within the time aforesaid shall be resold by public auction or private sale, and the deficiency, if any, on such re-sale shall be made good by the defaulter.



CONDITIONS OF SALE OF LAND.

1. The highest bidder shall be declared the purchaser; and if any dispute shall arise as to the last or best bidder, the property shall be immediately put up again at the former bidding.

2. No person shall advance at any one bidding less than dollars, or retract his or her bidding; and the vendors, by themselves or their agent, shall be at liberty to bid once for the property.

3. The purchaser shall pay, immediately after the sale, to the vendor's solicitor, a deposit of per cent. in part of the purchase money and sign an agreement for the payment of the remainder on or before the

day of , 18 . The premises will be sold subject to all defects or imperfections of title subsisting before the commencement of the title of the present vendors, and not occasioned by any act done by them or any person claiming under or in trust for them (and subject also to the several mortgages outstanding appearing on the certificate of the registrar of the county of which will be produced at the time of the sale.)

4. The purchaser shall accept a conveyance from the vendors, to be prepared at his own expense, on payment of the remainder of the purchase money; and possession will be given on completion of the purchase; from which time the purchaser shall be entitled to the rents and profits. But if, from any cause, the remainder of the purchase money shall not be paid on the day of , 18 , the purchaser shall pay interest for the same at the rate of per cent. from that day to the day of payment; but, nevertheless, this stipulation to be without prejudice to the vendor's right to insist on the performance of this last condition.

5. If any mistake be made in the description of the property, or there be any other error in the particulars of sale, the same shall not annul the sale, but a compensation or equivalent shall be given, or taken, as the case may require, according to the average of the whole purchase money (on such error or misstatement being proved): such compensation or equivalent to be settled by two referees or their umpire—one referee to be chosen by each party, within ten days after notice given of the error, and the umpire to be chosen by the referees immediately after their appointment.

6. The purchaser shall not be entitled to the production of any title deeds other than such as are in the

vendor's hands, or in the hands of the several mortgagees.

7. Lastly, upon failure of complying with the above conditions, the deposit shall be forfeited, and the vendors shall be at full liberty (with or without notice) to re-sell the estate by public auction or private sale; and if, on such resale, there should be any deficiency, the purchaser shall make good such deficiency to the vendors, and all expenses attending such re-sale; the same to be recoverable as liquidated damages.

Special conditions may be necessary to meet particular cases; but the above conditions will meet ordinary cases.

CONDITIONS OF SALE

(*Of the Court of Chancery.*)

1. No person shall advance less than two pounds at any bidding under £100, nor less than five pounds at any bidding over £100; and no person shall retract his bidding.

2. The highest bidder shall be the purchaser; and if any dispute arise as to the last or highest bidder, the property shall be put up at a former bidding.

3. The parties to the suit, with the exception of the vendor, are to be at liberty to bid.

4. The purchaser shall, at the time of sale, pay down a deposit in the proportion of for every hundred pounds of his purchase money, to the vendor or his solicitor, and shall pay the remainder of the purchase money ; and upon such payment the purchaser shall be entitled to the conveyance, and to be let into posses-

sion. The purchaser, at the time of such sale, to sign an agreement for the completion of the purchase.

5. The purchaser shall have the conveyance prepared at his own expense, and tender the same for execution.

6. If the purchaser shall fail to comply with the conditions aforesaid, or any of them, the deposit and all other payments made thereon shall be forfeited, and the premises may be resold; and the deficiency, if any, by such resale, together with all charges attending the same, or occasioned by the defaulter, shall be made good by the defaulter.

Vendor's Solicitor.

I agree to purchase the property or lot mentioned
in the annexed particulars for the sum of , and upon
the terms mentioned in the above conditions of sale.

Witness,

CONTRACT TO BUILD A HOUSE ACCORDING TO A PLAN ANNEXED.

BE IT REMEMBERED, that on this day of ,
A. D. 18 , it is agreed by and between A. B. of ,
and C. D. of , in manner and form following,
viz. :

The said C. D., for the considerations hereinafter mentioned, doth for himself, his executors and administrators, promise and agree to and with the said A. B., his executors, administrators, and assigns, that he, the said C. D., or his assigns, shall and will, within the space of next after the date hereof, in good and workmanlike manner, and according to the best of his art and skill, at , well and substantially erect, build, set

up, and finish one house or messuage, according to the draught or scheme hereunto annexed, of the dimensions following, viz., &c., and to compose the same with such stone, brick, timber, and other materials as the said A. B., or his assigns, shall find and provide for the same; In consideration whereof, the said A. B. doth for himself, his executors and administrators, promise and agree to and with the said C. D., his executors, administrators, and assigns, well and truly to pay or cause to be paid, unto the said C. D. or his assigns, the sum of , in manner following, that is to say, the sum of , part thereof, at the beginning of the said work; the sum of

more, another part thereof, when the same shall be completely finished; and also that he, the said A. B., his executors, administrators, or assigns, shall and will, at his and their own proper expense, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building the said house. And for the performance of all and every the articles and agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their executors, &c., each to the other, in the penal sum of , firmly by these presents.

In witness whereof, &c.



SUB-CONTRACT BETWEEN A BUILDER AND A CARPENTER.

AN AGREEMENT made the day of , in the year of our Lord 18 , between T. G., of Builder, and C. D., of , Carpenter.

WHEREAS the said T. G. hath entered into a contract with J. B., of &c., to erect a dwelling-house and offices

according to certain plans, elevations, and specifications referred to in the said contract, under the superintendence of W. M. or other surveyor of the said J. B., and which contract is dated the day of . Now it is hereby agreed, that in consideration of the sum of to be paid by the said T. G. to the said C. D., as hereinafter mentioned, the said C. D. shall do all the carpenter's work necessary to be done for the completion of the said contract, and referred to in the said plans and specifications, and provide all materials, tools, and implements necessary for the performance of such work, and shall do the same in all things according to the said contract and specifications, and shall in all things abide by, perform, fulfil and keep the said terms and stipulations of the said contract, so far as the same are or shall be applicable to such carpenter's work; and that in case the said T. G. shall become liable to pay any penalties under the said contract in consequence of the delay of the said C. D. in the performance of the work agreed to be performed by him, the said C. D. shall pay to the said T. G. the amount of such penalties; and that in case the said W. M. or other surveyor appointed to superintend the works under the said contract shall disapprove of the work done by the said C. D., or the materials used by him, or the manner in which such work is done, it shall be lawful for the said T. G. to dismiss and discharge the said C. D. from the further performance of such work, and employ some other person to complete the same; and that in such case the money which the said T. G. shall pay to the said other person for the completion of the said works shall be deducted from the sum which would otherwise be payable to the said C. D. under this agreement; AND that

for the consideration aforesaid, the said T. G. shall pay to the said C. D. the sum of in manner following: 75 per cent. on the price and value of the work done by the said C. D. during any week, to be paid to him on the Saturday in every week during the continuance of the said works, and the balance within one month after the completion of the said dwelling house and offices.

IN WITNESS, &c.

The foregoing Form may be easily adapted to any particular work on a building, as Bricklayers, Painters, &c.

CONTRACT TO DO REPAIRS, &c.

AN AGREEMENT made the day of , in the year of our Lord 18 , between A. B., of, &c., and C. D., of &c. The said A. B. agrees to do all the works hereunder specified, in the best and most workman-like manner, and to provide for such works all necessary materials and things of the best quality, and to complete and finish the said works on or before the day of next; and in case the said works shall not be finished on or before the said day of to pay or allow to the said C. D., out of the moneys payable under this agreement, the sum of for each day during which the said works shall remain unfinished after the said day of ; and that in case the said C. D. shall require any additions or alterations to be made to the works hereunder specified, to execute such additions and alterations in the best and most workman-like manner, with materials of the best quality: AND it is hereby agreed, that in case any additional works shall be required

by the said C. D., or in case the said C. D. shall delay the execution of the said works, the said A. B. shall have such additional time for the performance of the said works, after the said day of as shall have been consumed in the execution of such additional works, or as the time during which the said C. D. shall have delayed the said works, and that the payments for delay shall not be payable until after the expiration of such additional time: AND it is hereby further agreed, that materials brought upon the premises of the said C. D. for the purpose of being used in the said works, shall, if of proper description and quality, immediately become the property of the said C. D.; AND the said C. D. agrees to pay to the said A. B. for the said works the sum of within one week after the same shall be finished: AND it is hereby agreed, that in case of any additions or alterations being made in or to the said works, the price of such additions or alterations shall be estimated in proportion to the said sum of for the whole of the said works, and such price so estimated shall be either added to or deducted from the sum of .

IN WITNESS, &c.

CONTRACT FOR SALE OF MERCHANT'S STOCK.

THIS AGREEMENT, made the day of , A. D. 18 , between A. B., of, &c., merchant, of the one part, and C. D., of, &c., merchant, of the other part.

The said A. B. agrees to sell, and the said C. D. agrees to buy, all the stock of goods, wares, and merchandise now being in and upon the store occupied by the said A. B., at aforesaid, at the invoice price thereof (*or at the sum of \$, or otherwise, as agreed on*), an

account of such goods, wares, and merchandise being taken by the parties hereto in the presence of each other. AND it is hereby agreed that any of the said goods, wares, or merchandise which may be damaged, shall be appraised and valued by three disinterested persons; each of the parties hereto selecting one of such persons, and the two so selected appointing the third; and that the price set upon such damaged goods, wares, or merchandise by the said three persons shall be substituted for the invoice price thereof; and that within ten days after the value of the said goods, wares, and merchandise shall have been ascertained as aforesaid, the said C. D. is to pay the valuation thereof to the said A. B. AND the said A. B. agrees to make, execute, and deliver unto the said C. D. a good and sufficient bill of sale and conveyance thereof, and to give to the said C. D. quiet and peaceable possession thereof upon payment to him, the said A. B., by the said C. D., within the time before specified, of the invoiced or appraised value as aforesaid.

IN WITNESS, &c.

If desired, the form for appraising damaged goods can be made applicable to the entire stock.

CONTRACT FOR SALE OF GRAIN.

IT IS AGREED, this day of A.D. 18 by and between A. B., of, &c., and C. D., of, &c., as follows: The said A. B. agrees to sell to the said C. D. five thousand bushels of wheat, to be delivered to the said C. D., at on or before the first day of January next, free of all charges, at the price or sum of per bushel. AND the said C. D., agrees to purchase

the said wheat, and to pay therefor at the rate aforesaid, upon delivery as aforesaid. AND the said A. B. hereby guarantees and warrants the said wheat to be good, clean, and merchantable grain.

Witness our hands.

Signed, Sealed, &c.

CONTRACT FOR SALE OF GOODS ON COMMISSION.

THIS AGREEMENT made this day of A.D. 18 between A. B. of manufacturer of and C. D. of traveller on commission.

1. The said A. B. for himself, his executors and administrators agrees that upon receiving a written order from the said C. D., the A. B. his executors and administrators, will, from time to time, at his warehouse aforesaid, and according to such order, supply to the said C. D. the as now manufactured by the said A. B.

2. The said is to be invoiced to the said C. D. at and the said C. D. is to account for the same at that price every three months, beginning from the date hereof.

3. The said A. B., his executors and administrators shall not be bound to supply more than on any one day, nor more than in any one week, without a week's notice in writing with a written order from the said C. D., nor shall the said A. B., his executors or administrators be bound to continue supplying as aforesaid after shall have been delivered and shall remain unaccounted for, whether the said period of three months shall have elapsed since such delivery or not.

ing all matters pertaining to his duties as clerk or salesman aforesaid, and in all respects complying with the request and desire of the said relative to the discharge of such duties.

In consideration of which services so to be performed by the said he, the said covenants and agrees to allow and pay to the said the yearly sum of by four equal quarterly payments, or oftener, if required; provided, nevertheless, that payment for all time during which the said may be absent from the store of the said is to be deducted from the sum, otherwise by this agreement due from, and payable by, the said to the said

Witness our hands and seals, the day and year first written.

Signed, Sealed, &c.

DEED WITH DOWER.

THIS INDENTURE, made the day of A. D. 18 , BETWEEN WITNESSETH, that the said for and in consideration of the sum of of lawful money of Canada, to by the said in hand well and truly paid, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged,) hath given, granted, bargained, sold, aliened, assigned, transferred, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, assign, transfer, release, enfeoff, convey and confirm, unto the said heirs and assigns, All and singular, that certain par-

cel or tract of land and premises, situate, lying and being

TOGETHER with all and singular the houses, out-houses, buildings, woods, ways, waters, water-courses, easements, privileges, profits, hereditaments and appurtenances whatsoever, to the said parcel or tract of land, tenements, hereditaments and premises, belonging or in anywise appertaining, or therewith used and enjoyed, or known or taken as a part and parcel thereof, or as belonging thereto, or to any part thereof, and the reversion and reversions, remainder or remainders, rents, issues and profits thereof: and also, all the estate, right, title, interest, use, trust, claim, property and demand, both at law and in equity, of the said of, in, to, or out of the said lands, tenements, hereditaments and premises, and every part thereof: To have and to hold the same lands, tenements, hereditaments, and all and singular other the premises hereby conveyed or mentioned, or intended so to be, with their and every of their appurtenances, unto the said heirs and assigns, to the sole and only use of the said heirs and assigns forever: subject, nevertheless, to the reservations, limitations, provisoes and conditions, expressed in the original grant thereof from the Crown: And this Indenture further witnesseth, that the said with the privity and full approbation and consent of her said husband, testified by his being a party to these Presents, in consideration of the premises; and also, in consideration of the further sum of five shillings of lawful money aforesaid, to her by the said in hand well and truly paid, at or before the sealing and delivery of these Presents, (the receipt whereof is hereby acknowledged,) hath remised, re-

•

leased and forever relinquished and quitted claim, and by these presents doth remise, release, and forever relinquish and quit claim, unto the said heirs, executors, administrators and assigns, all dower, and all right and title thereto, which she, the said now hath, or in the event of surviving her said husband, can, or may, or could, or might hereafter, in anywise, have or claim, whether at common law or otherwise howsoever, of, in, to or out of, the lands, tenements, hereditaments and premises hereby conveyed, or hereinbefore mentioned, or intended so to be, with the appurtenances, or of, in, to or out of any part thereof. And the said doth hereby, for heirs, executors and administrators, covenant, promise and agree, to and with the said heirs and assigns, in manner following, that is to say: That he, the said at the time of the ensealing and delivery hereof, is, and stands solely, rightfully and lawfully seised of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the lands, tenements, hereditaments, and all and singular other the premises hereinbefore described, with their and every of their appurtenances, and of and in every part and parcel thereof, without any manner of reservations, limitations, provisos or conditions, (other than as aforesaid,) or any other matter or thing, to alter, charge, change, encumber or defeat the same: and also, that the said now hath in himself good right, full power, and lawful and absolute authority, to grant, bargain, sell, release, alien, convey and dispose of, the said lands, tenements, hereditaments and premises, and every part and parcel thereof, with the appurtenances, unto the said heirs and assigns, in manner and form

aforesaid: and also, that it shall and may be lawful to and for the said heirs and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the aforesaid lands, tenements, hereditaments and premises, hereby conveyed, or intended so to be, with the appurtenances, without the let, suit, hindrance, interruption or denial of him, the said

heirs or assigns, or any other person or persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged, of and from all arrears of taxes and assessments whatsoever, due or payable upon or in respect of the said lands, tenements, hereditaments and premises, or any part thereof, and of and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions and recognizances, and of and from all manner of other charges or incumbrances whatsoever: and lastly, that

heirs and assigns, and all and every other person or persons whomsoever, having or lawfully claiming, or who shall or may have or lawfully claim, any estate, right, title, interest or trust, of, in, to or out of the lands, tenements, hereditaments and premises hereby conveyed as aforesaid, or intended so to be, with their appurtenances, or any part thereof, by, from or under, or in trust for him, the said heirs and assigns, shall and will, from time to time, and at all times hereafter, at the proper costs and charges in the law of the said

heirs and assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such further and other reasonable act and acts, deed and deeds, devices, conveyances and assurances in the law, for the further, better and more perfectly and absolutely conveying and assuring the said lands, tene-

ments, hereditaments and premises, with the appurtenances, unto the said heirs and assigns, as by the said heirs and assigns, or his or their counsel learned in the law, shall be lawfully and reasonably devised, advised or required.

In Witness, &c.

Signed, Sealed, &c.

RECEIVED, on the day of the date of the within Indenture, the sum of of lawful money of Canada, being the full consideration therein mentioned.

In presence of

DEED OF BARGAIN AND SALE.

(Absolute Covenants.)

THIS INDENTURE, made the day of A. D. 18 : BETWEEN of the first part; wife of the said party of the first part, of the second part; and of the third part; WITNESSETH, that the said part of the first part, for and in consideration of the sum of of lawful money of Canada, to by the said part of the third part in hand well and truly paid, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), ha granted, bargained, sold, released, conveyed and confirmed, and by these presents do grant, bargain, sell, release, convey and confirm, unto the said part of the third part, heirs and assigns, ALL AND SINGULAR, th certain parcel or tract of land and premises, situate, lying, and being in the TOGETHER with all and singular the houses, out-houses, edifices, barns, stables, yards, gardens, orchards, trees, woods, under-

woods, fences, ways, waters, water-courses, lights, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and appurtenances, whatsoever, to the said parcel or tract of land and premises belonging, or in anywise appertaining, or therewith demised, held, used, occupied and enjoyed, or taken or known as part or parcel thereof; and also the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits thereof, and of every part and parcel thereof; and all the estate, right, title, interest, inheritance, use, trust, property, profit, possession, claim and demand whatsoever, both at law and in equity, of the said part of the first part, in, to, out of, or upon the said lands and premises, and every part and parcel thereof, with their and every of their appurtenances: TO HAVE AND TO HOLD the same lands, tenements, hereditaments, and all and singular other the premises hereby conveyed or intended so to be, with their and every of their appurtenances, unto the said part of the third part, heirs and assigns, to the sole and only use of the said part of the third part, heirs and assigns, forever. Subject, nevertheless, to the reservations, limitations, provisoes and conditions, expressed in the original grant thereof from the Crown.

AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the second part, with the privity and full approbation and consent of her said husband, testified by his being a party to these presents, in consideration of the premises, and also in consideration of the further sum of Five Shillings of lawful money of the Province of Canada aforesaid, to her by the said part of the third part in hand well and truly paid, at or before the sealing and delivery of these presents (the

receipt whereof is hereby acknowledged), hath granted and released, and by these presents doth grant and release unto the said part of the third part, heirs, and assigns, all DOWER, and all right and title thereto, which she the said party of the second part now hath, or in the event of surviving her said husband, might or could have, in, to, or out of the lands and premises hereby conveyed, or intended so to be.

AND the said part of the first part do hereby for heirs, executors, and administrators, covenant, promise and agree, with and to the said part of the third part, heirs and assigns, in manner following, that is to say: That the said part of the first part, now ha in good right, full power, and absolute authority to convey the said lands, and other the premises hereby conveyed, or intended so to be, with their and every of their appurtenances, unto the said part of the third part, in manner aforesaid, and according to the true intent and meaning of these presents: And that it shall be lawful for the said part of the third part, heirs and assigns, from time to time and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said lands and premises hereby conveyed, or intended so to be, with their and every of their appurtenances, and to have, receive, and take the rents, issues and profits thereof, and of every part thereof, to and for and their use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever, of, from or by the said part of the first part, or heirs, or any other person or persons whomsoever: And that free and clear, and freely and absolutely acquitted, exonerated, and for

ever discharged, or otherwise by the said part of the first part, or heirs, well and sufficiently saved, kept harmless, and indemnified, of, from, and against any and every former and other gift, grant, bargain, sale, jointure, dower, use, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, re-entry, and any and every other estate, title, charge, trouble and encumbrance whatsoever : And lastly, that the said part of the first part, heirs, executors or administrators, and all and every other person whomsoever, having or claiming, or who shall or may hereafter have or claim any estate, right, title or interest whatsoever, either at law or in equity, in, to, or out of the said lands and premises hereby conveyed, or intended so to be, or any of them, or any part thereof, by, from, under or in trust for them, or any of them, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges of the said part of the third part, heirs, or assigns, make, do, or execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances in the law whatsoever, for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed, or intended so to be, and every part thereof, with their appurtenances, unto the said part of the third part, heirs and assigns, in manner aforesaid, as by the said part of the third part, heirs and assigns, or their counsel in the law, shall be reasonably devised, advised or required ; so as no person who shall be required to make or execute such assurances shall be compellable, for the making or executing thereof, to go or travel from his usual place of abode.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands, and affixed their seals, the day and year first above written.

Signed, sealed, &c.

RECEIVED, on the day of the within Indenture, the sum of of lawful money of Canada, being the full consideration therein mentioned.

Signed in presence of

DEED OF BARGAIN AND SALE.

(Qualified Covenants.)

THIS INDENTURE, made the day of A.D. 18 .
 BETWEEN of the first part : wife of the
 said party of the first part, of the second part : and
 of the third part :

WITNESSETH, that the said part of the first part, for and in consideration of the sum of of lawful money of Canada, to by the said part of the third part in hand well and truly paid, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) ha granted, bargained, sold, released, conveyed and confirmed, and by these presents do grant, bargain, sell, release, convey and confirm, unto the said part of the third part, heirs and assigns, all and singular th certain parcel or tract of land and premises, situate, lying and being in the

Together with all and singular the houses, outhouses, edifices, barns, stables, yards, gardens, orchards, trees, woods, underwoods, fences, ways, waters, water-courses, lights, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and

appurtenances whatsoever, to the said parcel or tract of land and premises belonging, or in anywise appertaining, or therewith demised, held, used, occupied and enjoyed, or taken or known as part or parcel thereof; and also the reversion or reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; and all the estate, right, title interest, inheritance, use, trust, property, profit, possession, claim and demand whatsoever, both at law and in equity, of the said part of the first part, in, to, out of, or upon the said lands and premises, and every part and parcel thereof, with their and every of their appurtenances: To have and to hold the same lands, tenements and hereditaments, and all and singular other the premises hereby conveyed or intended so to be, with their and every of their appurtenances, unto the said part of the third part, heirs and assigns, to the sole and only use of the said part of the third part, heirs and assigns, forever. Subject, nevertheless, to the reservations, limitations, provisoes and conditions, expressed in the original grant thereof from the Crown.

AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the second part, with the privity and full approbation and consent of her said husband, testified by his being a party to these presents, in consideration of the premises, and also in consideration of the further sum of five shillings of lawful money of the Province of Canada aforesaid, to her by the said part of the third part, in hand well and truly paid at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) hath granted and released, and by these presents doth grant and release,

unto the said part of the third part, heirs and assigns, all DOWER, and all right and title thereto, which she, the said party of the second part, now hath, or in the event of surviving her said husband might or would have, in, to, or out of the lands and premises hereby conveyed, or intended so to be.

And the said part of the first part do hereby for heirs, executors and administrators, covenant, promise and agree, with and to the said part of the third part heirs and assigns, in manner following, that is to say : That for and notwithstanding any act, deed, matter or thing by the said part of the first part, done, executed, committed, or knowingly or wilfully permitted or suffered to the contrary, the said part of the first part now ha in good right, full power, and absolute authority, to convey the said lands, and other the premises hereby conveyed or intended so to be, with their and every of their appurtenances, unto the said part of the third part, in manner aforesaid, and according to the true intent of these presents : and that it shall be lawful for the said part of the third part

heirs and assigns, from time to time and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said lands and premises hereby conveyed, or intended so to be, with their and every of their appurtenances, and to have, receive, and take the rents, issues and profits thereof, and of every part thereof, to and for and their use and benefit, without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever, of, from or by the said part of the first part, or heirs, or any person claiming or to claim by, from, under, or in trust for him, them, or any of them ; and that free and clear,

and freely and absolutely acquitted, exonerated, and for ever discharged, or otherwise by the said part of the first part, or heirs, well and sufficiently saved, kept harmless and indemnified of, from and against any and every former and other gift, grant, bargain, sale, jointure, dower, use, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, re-entry, and any and every other estate, title, charge, trouble and incumbrance whatsoever, made, executed, occasioned or suffered by the said part of the first part, or heirs, or by any person claiming or to claim by, from, under, or in trust for them, or any of them: and lastly, that the said part of the first part, heirs, executors or administrators, and all and every other person whosoever having or claiming, or who shall or may hereafter have or claim any estate, right, title or interest whatsoever, either at law or in equity, in, to or out of the said lands and premises hereby conveyed, or intended so to be, or any of them or any part thereof, by, from, under, or in trust for them, or any of them, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges of the said part of the third part, heirs or assigns, make, do and execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever, for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed or intended so to be, and every part thereof, with their appurtenances, unto the said part of the third part, heirs and assigns, in manner aforesaid, as by the said part of the third part, heirs and assigns, or their counsel in

the law, shall be reasonably devised, advised or required so as no such further assurances contain or imply any further or other covenant or warranty than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs, executors or administrators only, and so as no person who shall be required to make or execute such assurances shall be compellable, for the making or executing thereof, to go or travel from his usual place of abode.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands, and affixed their seals, the day and year first above written.

Signed, Sealed, &c.

RECEIVED, on the day of the date of the within Indenture, the sum of of lawful money of Canada, being the full consideration therein mentioned.

Signed, &c.

DEED OF BARGAIN AND SALE.

(Short Form under the Statute.)

THIS INDENTURE, made in duplicate the day of
A.D. 18 in pursuance of the Act respecting short
forms of Conveyances :

BETWEEN of of the first part,
wife of the said party of the first part, of the second
part, and of the third part

WITNESSETH, that in consideration of of lawful
money of Canada, now paid by the said part of the
third part to the said part of the first part, the
receipt whereof is hereby, by acknowledged,

the said part of the first part do grant unto the said part of the third part heirs and assigns, for ever, all and singular th certain parcel or tract of land and premises, situate, lying, and being in the

TO HAVE AND TO HOLD unto the said part of the third part, heirs and assigns, to and for and their sole and only use for ever : subject, nevertheless, to the reservations, limitations, provisoes, and conditions expressed in the original grant thereof from the Crown.

THE said part of the first part covenants with the said part of the third part that ha the right to convey the said lands to the said part of the third part, notwithstanding any act of the said part of the first part.

AND that the said part of the third part shall have quiet possession of the said lands, free from all incumbrances. And that the said part of the first part will execute such further assurances of the said lands as may be requisite. And that will produce the title deeds enumerated hereunder, and allow copies to be made of them, at the expense of the said part of the third part. And that the said part of the first part ha done no act to encumber the said lands.

AND the said part of the first part release to the said part of the third part all claims upon the said lands.

AND the said part of the second part, wi of the said part of the first part, hereby bar dower in the said lands.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

Signed, Sealed, &c.

RECEIVED, on the day and year first within written, of the within named the sum of of lawful money of Canada, being the consideration money therein mentioned.

Signed, &c.

DEED OF BARGAIN AND SALE OF LANDS.

(*On Sale by Mortgagee.*)

THIS INDENTURE, made the day of A. D. 18 . BETWEEN A. B., of, &c., of the one part, and C. D., of, &c., of the other part. WHEREAS, E. F., of, &c., did, by a certain Indenture of Mortgage, dated the day of A. D., &c., for the consideration of bargain and sell unto the said A. B., and to his heirs and assigns forever, all that certain, &c.; Together with all and singular the hereditaments and appurtenances thereunto belonging: TO HAVE AND TO HOLD the said granted and bargained premises, with the appurtenances, unto the said A. B., his heirs and assigns, to the only proper use and behoof of the said A. B., his heirs and assigns forever; Provided, nevertheless, and the said Indenture of Mortgage was thereby declared to be upon condition, that if the said E. F., his heirs, executors or administrators, should well and truly pay unto the said A. B., his executors, administrators or assigns, the just and full sum of with lawful interest for the same, on or before the day of A. D., &c., according to the condition of the said Indenture of Mortgage,

that then, and in such case, the said Indenture should be void and of no effect : And the said E. F. did, by the said Indenture, for himself, his heirs and assigns, agree with the said A. B., his heirs, executors, administrators and assigns, that in case it should so happen, that the said sum of and the interest for the same, should be due and unpaid, at the time limited for the payment thereof, in the whole or in part thereof, that then it should and might be lawful for the said A. B., his heirs or assigns, at any time after default in payment, to bargain, sell, and dispose of the said mortgaged premises, with the appurtenances, at public auction, and out of the moneys to arise from the sale thereof, to retain and keep the said sum of and the interest, or so much thereof as might be due, together with the costs and charges of such sale, or sales, rendering the overplus money, if any, to the said E. F., his heirs, executors, administrators, or assigns : And, whereas, the said E. F. did not pay to the said A. B. the said sum of money, with the interest, at the time limited for payment, or at any time since ; and the said A. B. hath, therefore, in pursuance of the authority so given to him as aforesaid, caused the premises to be advertised and sold at public auction, and the same have been knocked down to the said C. D., for being the highest sum bid for the same.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the said A. B., in pursuance of the power aforesaid, and also for and in consideration of the said sum of to him in hand paid, by the said, C. D., at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released and confirmed, and by

these presents doth grant, bargain, sell, alien, release, and confirm unto said C. D., and to his heirs and assigns forever, all the farm, piece, or parcel of land above mentioned, together with the hereditaments and appurtenances, as the same is described and conveyed by said Indenture of Mortgage; and all the estate, right, title, interest, claim, and demand at law and in equity, of him the said A. B., and also of the said E. F., as far as the said A. B. hath power to grant and convey the same, of, in, and to the premises, and every part and parcel thereof: To have and to hold the said above granted and bargained premises, with the appurtenances unto the said C. D., his heirs and assigns, to the sole and only proper use and behoof of the said C. D., his heirs and assigns, forever.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, &c.



DEED BY BUILDING SOCIETY UNDER POWER OF SALE.

THIS INDENTURE made the day of A.D. 18 .
In pursuance of the Act respecting short forms of Con-
veyances. BETWEEN the Building and Sav-
ings Society, of the city of in the county of
 of the first part, and of in
the county of of the second part

WHEREAS, by indenture of mortgage dated the
day of A. D. 18 , and made between of
in the county of of the first part his
wife of the second part, and the said Society of the

third part, the said for and in consideration of the sum of advanced and paid to him by the said Society, did convey and assure unto the said Society the land and premises hereinafter described and set out. To hold the same with the appurtenances unto the said Society, their successors and assigns. To the use of the said Society, their successors and assigns for ever, and in which said Indenture of Mortgage is contained an express condition that if the said should well and truly pay to the said Society their successors or assigns the said sum of money, interest and charges in equal instalments of on the first day of each month during the term of months until the said sum of money, interest, and charges should be fully paid, and also during the whole time aforesaid pay to the said Society, their successors and assigns all other monthly payments and contributions for upon or in respect of the shares therein mentioned, and also all fines and other charges whatsoever imposed or thereafter to be imposed by the said Society and their successors upon the said his heirs, executors, administrators, and assigns, as a member or members of the said Society, or upon the shares therein mentioned, or for upon, or in respect of any default or neglect or breach of any of the rules and regulations or by-laws of the said Society by the said his heirs, executors, administrators, and assigns, without any deduction or abatement whatsoever, And also all taxes, assessments, premiums of insurance, interest thereon, and other charges for upon or in respect of the said premises and every part thereof, then the said presents and everything therein contained should be void. And whereas, it was in and by the said Indenture of Mortgage agreed that if default

should happen to be made for the space of six months in payment of the said monthly subscriptions, fines, and forfeitures, or of any of them, or of any part thereof at the days and times at which the same were thereinbefore covenanted to be paid contrary to the true intent and meaning of the said proviso, it should and might be lawful for the said Society, their successors or assigns without any previous demand of possession, peaceably and quietly to enter in and take possession of the lands and premises thereinbefore described with their appurtenances or of any part thereof, and to collect, have, receive, and take the rents, issues, and profits thereof, and without any notice to the said his heirs or assigns, and at the discretion of the said Society to sell and absolutely dispose of the said lands and premises or any part thereof, either altogether or in parcels or lots, and either by public sale or private contract, or partly by each of these means, and on such terms as should seem to the said Society, its successors or assigns most advantageous for the interests of the said Society, and for such price or prices as could be reasonably obtained for the same.

AND WHEREAS, the said hath made default in payment for six months, and more of the said instalments of as are in, and by the said hereinbefore in part recited Indenture of Mortgage covenanted to be paid as aforesaid. And whereas, the said Society under and by virtue of the said hereinbefore recited Power of Sale, did on the day of A. D. 18 , sell by public auction at the of the lands and premises hereinafter described to the said at and for the price or sum of he being declared the highest bidder therefor.

NOW THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of of lawful money of Canada, now paid by the said party of the second part to the said Society, (the receipt whereof is hereby, by the said Society acknowledged) They, the said Society, do grant unto the said party of the second part, his heirs and assigns for ever, All th certain parcel of land and premises, situate in the

TO HAVE AND TO HOLD unto the said party of the second part, his heirs and assigns, To and for his and their sole and only use for ever.

THE SAID Society covenant with the said party of the second part, That they have the right to convey the said lands to the said party of the second part notwithstanding any act of the said Society.

AND THAT there has been default made for six months and more, in payment of the instalments mentioned in the said hereinbefore in part recited Indenture of Mortgage. And that they, the said Society, will execute all such further assurances of the said lands as may be requisite at the costs and charges of the said party of the second part. And that they, the said Society, have done no act to incumber the said lands.

In Witness, &c.

Signed, Sealed, &c.

DEED FROM ASSIGNEE TO PURCHASER.

(*Under Insolvent Act, 27 & 28 Vic. c. 17.*)

THIS DEED, made under the provisions of the Insolvent Act of 1864, the day of A. D. 18 .
BETWEEN A. B., of &c., in his capacity of Assignee
of the estate and effects of an Insolvent under a

deed of assignment executed on the day of A.D.
18 at in Upper Canada (or under an order of the
Judge made at on the day of A. D. 18)
of the one part, and C. D., of &c., of the other
part.

WITNESSETH, that he the said A. B. in his said
capacity, hath caused the sale of the real estate herein-
after mentioned, to be advertised in the *Canada Gazette*
from the day of to the day of inclusive,
and hath adjudged and doth hereby grant, bargain, sell
and confirm the same to wit unto the said C. D., his
heirs and assigns forever All the rights and interests
of the Insolvent in that certain lot of land, &c. (*insert
here a description of the property sold.*) TO HAVE
AND TO HOLD the same with the appurtenances thereof
unto the said C. D. his heirs and assigns forever.

The said sale is so made for and in consideration of
the sum of in hand paid by the said C. D. to the
said A. B. (the receipt whereof is hereby acknowledged)
or of which the said C. D. hath paid to the said A. B.
the sum of (the receipt whereof is hereby acknow-
ledged) and the balance or sum of the said C. D.
hereby promises to pay the said A. B. in his said
capacity as follows to wit (*here state the terms of pay-
ment*) the whole with interest payable and as security
for the payments so to be made the said C. D. hereby
specially mortgages and hypothecates to and in favour
of the said A. B. in his said capacity, the lot of land
and premises hereby sold.

In witness, &c.

Signed, Sealed, &c.

DEED OF A WATERCOURSE.

THIS INDENTURE, made, (*here insert the date, parties, &c.*). WHEREAS the said and at the time of the sealing and delivery of these presents, are respectively seised in fee, of and in two contiguous tracts, pieces or parcels of land, with the appurtenances, in the township of aforesaid: And whereas there is a dam and race or watercourse built, erected and made, in and upon a certain run or stream of water (called) within the land of the said for watering, overflowing and improving meadow ground thereon. Now this Indenture witnesseth, That the said , for divers good causes and considerations, and more especially for and in consideration of the sum of one dollar, to him in hand paid by the said at or before the sealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said and to his heirs and assigns, all the water of the said run or stream of water, to be led and conveyed from the said dam along the race or watercourse aforesaid into the said land of the said for the space of four days in every week, to wit: from Tuesday evening at sunset, to Saturday evening at sunset, from the first day of April to the first day of October, yearly and every year, for the watering, overflowing and improving of meadow ground on the land of the said together with free ingress, egress and regress to and for the said his heirs and assigns, and his and their workmen, with horses, carts and carriages, at all convenient times and seasons, through the land of the said his heirs and

assigns, in and along the banks of the said dam and race or watercourse, for the amending, cleansing and repairing the same, with liberty and privilege, for that purpose, to dig and take stones and earth from the adjacent land of the said when and as often as need be or occasion require: To have and to hold all and singular the premises and privileges hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said to the only proper use and behoof of the said his heirs and assigns forever, he or they paying one moiety or half part of the expenses which from time to time may accrue, in supporting, cleansing and repairing the dam and watercourse aforesaid.

In witness, &c.

DEED OF COVENANT CONCERNING LIGHT.

THIS INDENTURE, made the day of A.D. 18 ,
BETWEEN A. B. of the one part, and C. D. of the other
part. WHEREAS the said C. D. is seised in fee of a
house, messuage and garden, No. 1, street, in
 and the said A. B. is possessed of an adjoining
house, messuage and garden, No 2, street,
aforesaid, for an unexpired term of about years;
and whereas the said C. D. has recently opened three
windows in a portion of No. 1, overlooking and deriving
their light over a portion of the garden and yard of No.
2; and whereas the said A. B. does not desire that the
said C. D., his heirs or assigns, should acquire an inde-
feasible right to derive light for the said windows over
any part of No. 2, during the residue of the said term,
but does not desire to obstruct such light for in

order to prevent such right accruing; and whereas the said C. D. only desires that he, his heirs and assigns, shall enjoy the said light till an interruption thereof should arise from new buildings, or other permanent improvements. Now, this Indenture witnesseth as follows:

1. The said A. B., for himself, his heirs, executors, administrators and assigns, covenants with the said C. D., his heirs and assigns, that the said A. B., his executors, administrators and assigns, will not obstruct the light to the said windows, save by new buildings or other permanent improvements.

2. And the said C. D., for himself, his heirs and assigns, covenants with the said A. B., his executors, administrators and assigns, that the said C. D., his executors, administrators or assigns, may, at any time hereafter, by buildings or other permanent improvements, obstruct the light to the said windows, without let or hindrance on the part of the said A. B., his heirs and assigns.

In witness whereof the said parties have hereto set their hands and seals the day and year first above written.

Signed, sealed and delivered, &c.



DEED OF RIGHT OF WAY.

THIS INDENTURE, made this day of A.D.
18 , BETWEEN of of the one part,
and of aforesaid, of the other part:
WITNESSETH, that the said for and in consi-
deration of the sum of lawful money of Canada,
unto him well and truly paid by the said at and
before the enscaling and delivery hereof, the receipt

to him in hand paid by the said _____ for the uses and upon the trusts hereinafter mentioned, at and before the ensealing and delivery hereof, the receipt whereof he does hereby acknowledge, has granted bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien enfeoff, release and confirm unto the said _____ his heirs and assigns forever, all that certain piece or parcel of land, situate, &c. (*describe the premises*); together with all and singular the buildings and improvements to the same belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof: To have and to hold the said piece or parcel of land, with the appurtenances, hereby granted, or intended so to be, unto the said _____ his heirs and assigns forever: In trust, nevertheless, and for the uses following, and none other, that is to say, for the sole and separate use of _____ the wife of _____ of _____ for and during her natural life, and so as she alone, or such person as she shall appoint, shall take and receive the rents, issues and profits thereof, and so as her said husband shall not in any wise intermeddle therewith; and, from and after the decease of the said _____ in trust for the use of the heirs of the body of the said _____ by the said _____ begotten, or to be begotten, forever; with power to the said _____ to sell and convey, in fee simple, the whole or any part of the aforesaid premises and appurtenances, to any person or persons, and for such sum or sums of money as the said _____ by writing under her hand and seal, and duly executed at any time during her natural life may appoint and direct: And the said _____ for himself, his heirs, executors and administrators, doth covenant

and agree to and with the said his heirs and assigns, by these presents, that he the said and his heirs, the said above-mentioned and described piece or parcel of land, with the appurtenances, unto the said his heirs and assigns, against him, the said and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim the same, or any part thereof (*if a special warranty is desired, add here, "by, from, or under him, them or any of them"*), shall and will warrant and forever defend by these presents.

In witness, &c.

Signed, &c.

DEED OF CONFIRMATION.

THIS INDENTURE, made, &c., between C. D., of, &c., a son, and one of the heirs of E. D., deceased, of the one part, and A. B., of, &c., of the other part. WHEREAS, by a certain deed of bargain and sale, bearing date on or about &c., and made between E. F. and the said C. D., of the one part, and the said A. B., of the other part, for the consideration of the several messuages or tenements therein mentioned, and hereinafter intended to be released and confirmed, are thereby granted and conveyed, or intended so to be, unto and to the use of the said A. B., his heirs and assigns forever, as by the said indenture of bargain and sale, relation being thereunto had, may more fully appear: And whereas, the said C. D., at the time of the date and making the said in part recited Indenture of bargain and sale, was not of the age of twenty-one years, but hath since attained to such his age of twenty-one years, and hath this day

before the execution of these presents, duly sealed and delivered the said in part recited Indenture of bargain and sale: Now THIS INDENTURE WITNESSETH, That as well in performance of a covenant for further assurance in the said Indenture of bargain and sale contained, as also for and in consideration of the sum of

to him the said C. D. in hand paid by the said A. B., at and before the ensembling, &c., being his full part and share of, and in the before mentioned sum of agreed to be paid for the purchase of the said messuage, tenements, and hereditaments, the receipt whereof he the said C. D. doth hereby acknowledge, he the said C. D. hath remised, released, aliened, and quit-claimed, and by these presents doth remise, release, alien, and for ever quit-claim, and confirm unto the said A. B., in his actual possession now being by virtue of the before mentioned Indenture of bargain and sale, and to his heirs and assigns, all, &c. TO HAVE AND TO HOLD unto and to the use of the said A. B., his heirs and assigns forever. *(Insert a covenant that he has done no act to encumber, except, &c., and for further assurance, &c.)*

In Witness, &c.

DEED OF GIFT OF LANDS.

THIS INDENTURE, made the day of A.D. 18 , BETWEEN A. B., of the township of in the county of yeoman, of the one part, and C. D. (eldest son and heir apparent of the said A. B.) of the other part. WITNESSETH, that the said A. B., as well for and in consideration of the natural love and affection which he hath and beareth unto the said C. D., as also for the better maintenance, support, livelihood, and

preferment of him the said C. D., hath given, granted, aliened, enfeofed and confirmed, and by these presents doth give, grant, alien, enfeof and confirm, unto the said C. D., his heirs and assigns, all that parcel or tract of land, &c., (*describing the premises,*) together with all and singular, houses, out-houses, edifices, buildings, barns, stables, courts, curtilages, gardens, orchards, woods, underwoods, ways, waters, watercourses, advantages and appurtenances, whatsoever, to the said parcel or tract of land and premises belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits of the same, and all the estate, right, title, interest, property, claim and demand whatsoever, of him the said A. B., of, in and to the said parcel or tract of land and premises, and of, in and to every part and parcel thereof, with their and every of their appurtenances, and all deeds, evidences and writings, concerning the said premises. TO HAVE AND TO HOLD the said parcel and tract of land, and all and singular other the premises hereby granted and confirmed unto and to the only proper use and behoof of the said C. D. his heirs and assigns for ever. (*Add covenant against incumbrances and otherwise as the donor pleases.*) In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year above written.

Signed, Sealed, &c.

DEED OF GIFT OF PERSONAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of the of in the Province of Canada, merchant, for and in consideration of the natural love and affection which I bear unto my daughter C. B., and for

her better preferment in marriage, and the increase of her portion; and also in consideration of the sum of one dollar to me paid by my said daughter C. B., at and before the sealing and delivery hereof, (the receipt whereof I do hereby acknowledge,) have given, granted, bargained, and sold, and by these presents do give, grant, bargain, and sell, unto my said daughter C. B., all the goods and chattels following, to wit, &c., (or, all those goods and chattels mentioned and expressed in the schedule or writing hereunto annexed.)

TO HAVE AND TO HOLD, all and singular, the premises hereby given and granted unto the said C. B., my daughter, her executors and administrators forever, as her and their own proper goods and chattels.

IN WITNESS WHEREOF I have hereunto set my hand and seal this day of 18 .

Witness,



DEED OF GIFT OF PERSONAL PROPERTY, ON CONDITIONS.

THIS INDENTURE, made the day of A. D. 18 , BETWEEN A. B., of, &c., of the one part, and C. B., of, &c., of the other part. WHEREAS, the said A. B., being the father of the said C. B., by reason of his age and infirmities, is not capable of attending to his estate and affairs as formerly, and has therefore agreed, for advancement of the said C. B., to make over his property to the said C. B., so that the said C. B. should pay the debts of the said A. B., and afford him a maintenance, as hereinafter mentioned: Now this Indenture witnesseth, that the said A. B., in order to carry the said agreement into effect, and in consideration of the

natural love and affection which he hath for and towards his son, the said C. B., and of the provisoes, covenants, and agreements, hereinafter mentioned, by the said C. B., to be observed and performed, hath given, granted, bargained, sold, and assigned, and by these presents doth give, grant, bargain, sell, and assign, unto the said C. B., his executors, administrators, and assigns, all and singular, his household goods and implements of trade, stock in trade, debts, rights, credits, and personal estate, whereof he is now possessed, or any ways interested in or entitled unto, of what nature or kind soever the same are, or wheresoever or in whosoever hands they be, or may be found, with their and every of their rights, members, and appurtenances, **TO HAVE AND TO HOLD**, the said goods, household stuff, stock in trade, debts, rights, and personal estate, and other the premises, unto the said C. B., his executors, administrators, and assigns, forever, without rendering any account or being in any wise accountable to the said A. B., his heirs, executors, or administrators, for the same.

And the said C. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said A. B., his executors, administrators, and assigns, in manner and form following, that is to say: that he, the said C. B., his heirs, executors, and administrators, shall and will settle pay, discharge, and satisfy, or cause to be settled, paid, discharged, and satisfied, all accounts, debts, judgments, and demands, of every nature and kind whatsoever, now outstanding against, or now due from, or payable by, the said A. B., or for the payment of which the said A. B. shall be liable, or be held liable, either at law or in equity, on account of any matter, cause, or thing

heretofore had, suffered, done, or performed, and at all times hereafter, free, discharge, and keep harmless, and indemnified, the said A. B., his heirs, executors, and administrators, from all and every such accounts, debts, judgments, and demands, and from all actions, suits, and damages, that may to him or them arise, by reason of the non-payment thereof; and, moreover, that he, the said C. B., his heirs, executors, and administrators, shall and will, yearly, and every year, during the term of the natural life of the said A. B., by four equal quarterly payments, the first to begin on the day of next, well and truly pay, or cause to be paid, to the said A. B., or his assigns, the sum of for, or towards his support or maintenance, and find or provide for him sufficient meat, drink, washing, lodging, apparel, and attendance, suitable to his state and situation, at the choice and election, from time to time, of the said A. B.

PROVIDED ALWAYS, and upon this condition, and it is the true intent and meaning of these presents, that if the said C. B., his heirs, executors, and administrators, shall neglect or refuse to pay the said accounts, debts, judgments, and demands, according to his covenant aforesaid, or shall suffer the said A. B. to be put to any cost, charge, trouble, or expense, on account of the same, or shall neglect or refuse to pay the said annual sum, in manner aforesaid, or to find and provide for the said A. B., as aforesaid, that then, in all, any or either of the cases aforesaid, it shall and may be lawful to and for the said A. B., all and singular the premises hereby granted to take, re possess, and enjoy, as in his former estate.

In Witness, &c.

DEED OF EXCHANGE.

THIS INDENTURE, made the day of A. D.
18 between of of the one part, and
 of of the other part, witnesseth that
the said hath given and granted, and by these
presents doth give and grant, unto the said one
field or close of freehold land, called or known by the
name of &c. with all and every of their appurte-
nances, situate, lying, and being in in the county
of for and in exchange of and for all the lands;
tenements, and hereditaments of the said
called or known by the name of in
aforesaid, in the said county of To have and to
hold the said field or close to the said
heirs and assigns for ever, for and in exchange of and
for the said lands, tenements, and hereditaments, called
in aforesaid with the appurtenances: And the said
doth covenant, &c: (against incumbrances)
And the said hath likewise, on his part, given
and granted, and by these presents doth fully, freely,
and absolutely give and grant, unto the said
his heirs and assigns, all those lands, tenements, and
hereditaments, aforesaid, with the appurtenances, called
or known by the name of situate, lying, and
being in aforesaid, in the said county of To
have and to hold the said lands, tenements, and heredita-
ments, &c. to the said his heirs and assigns, forever,
for and in exchange of and for the said field or close
of land &c. And the said doth covenant, &c.
[against incumbrances.] Provided always, nevertheless,
and these presents are upon this condition, and it is the
true intent and meaning of the parties hereunto, that if

it shall happen that either of the said parties to these presents, their executors, administrators, or assigns, shall at any time hereafter during the said respective terms above granted, by colour or means of any former or other gift, grant, bargain, or sale, or otherwise howsoever, be ousted or evicted of and from the possession of either of the said messuages or tenements, and other the premises, so respectively granted in exchange, as aforesaid, or any part thereof, then and in such cases, these presents, and every matter and thing therein contained, shall be utterly void and of none effect, and then and thenceforth it shall and may be lawful to and for the party or parties so ousted or evicted, into his or their said former messuage or tenement and premises, with all and singular the appurtenances to re-enter, and the same to have again, repossess, and enjoy, as of his and their former estate or estates: anything herein contained to the contrary thereof in any wise notwithstanding.

In witness, &c.



DEED OF EXCHANGE.

(*Another Form.*)

THIS INDENTURE, made the day of A. D.
18 . BETWEEN A. B., of yeoman, of the one
part, and E. F., of yeoman, of the other part.
WITNESSETH that the said A. B., hath given, granted
and confirmed, and by these presents doth give, grant
and confirm unto the said E. F. all that pareel or tract of
land, &c. (*describing the premises.*) TO HAVE AND TO
HOLD, the said pareel or tract of land and premises,
with their appurtenances, to the said E. F. and his

heirs forever, in exchange for certain lands of the said E. F. hereinafter granted to the said A. B. And the said E. F. hath given, granted, and confirmed, and by these presents doth give, grant and confirm unto the said A. B., all that parcel or tract of land, &c. (*describing the premises.*) TO HAVE AND TO HOLD the said last mentioned premises with their appurtenances, to the said A. B. and his heirs for ever, in exchange for the lands and premises hereinbefore granted by the said A. B. to the said E. F. and his heirs.

In Witness, &c.

DEED OF PARTITION.

THIS INDENTURE, made the day of A. D. 18 . BETWEEN A. B. of spinster, one of the two daughters and coheiresses of G. B., of deceased, of the first part, and E. B., of spinster, the other of the two daughters and coheiresses of the said G. B. of the second part, and C. D., of of the third part; WHEREAS, the said A. B. and E. B. are desirous of making an equal partition of the lands and hereditaments which descended to them upon the decease of their said late father G. B. deceased, as his coheiresses at law, and they have accordingly agreed to divide the same, in the manner hereinafter mentioned : Now this Indenture witnesseth, that in consideration of the premises, and for making a perfect partition of all the said hereditaments and premises, and in consideration of the sum of one dollar a piece to them, the said A. B. and E. B. in hand paid, by the said C. D. at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) they the said

A. B. and E. B. have, and each of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release and confirm unto the said C. D. his heirs and assigns, all that, &c. (*here insert the whole of the premises*) and all ways, waters, water-courses, trees, woods, under-woods, commodities, advantages, hereditaments and appurtenances whatsoever, to the said several parcels or tracts of land, hereditaments and premises, or any of them, belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part thereof; and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said A. B. and E. B., of, in, to, or out of the said several parcels or tracts of land, hereditaments and premises, or any of them, or any part, or parcel thereof. TO HAVE AND TO HOLD the said several parcels, or tracts of land, hereditaments and premises, with their and every of their appurtenances, unto the said C. D. his heirs and assigns for ever, to and for the uses hereinafter mentioned and declared, of and concerning the same respectively, that is to say, as to the said parcel or tract of land, being lot No.

in the concession of the said township of and hereinbefore more particularly described, with the appurtenances, to the use and behoof of the said A. B. her heirs and assigns forever; and as to the said parcel or tract of land, being lot No. in the concession of the said township of and hereinbefore more particularly described, with the appurtenances, to the use and behoof of the said E. B. her heirs and assigns for ever; and the said A. B. for herself, her heirs, exe-

cutors and administrators, doth hereby covenant with the said E. B. her heirs and assigns, that she, the said A. B. hath not at any time heretofore done any act whereby the said parcel or tract of land, hereditaments and premises, so limited to the use of her, the said E. B. her heirs and assigns, as aforesaid, is, are, shall, or may be impeached or incumbered in title, charge, estate or otherwise howsoever. (*Add a similar covenant for E. B. with A. B.*)

In Witness, &c.

DEED OF PARTITION.

(*Another Form.*)

THIS INDENTURE, made, &c., (*here insert the parties.*) Whereas the said A. B. and C. D. now stand seized in fee simple, as tenants in common, of, and in a certain tract or parcel of land, situate in township aforesaid, adjoining lands of containing one hundred acres, with the appurtenances : Now this indenture witnesses, that the parties to these presents have agreed to make, and by these presents do make, a full, just, and equal partition and division between them, of and in the aforesaid tract of land, according to their respective shares and interests therein, in manner following; that is to say, that the said A. B. and his heirs shall have all that piece or allotment of land, part of the said tract, beginning containing, together with the messuages, edifices, buildings, and improvements, on the said described piece of land, and all the rights, privileges, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the profits thereof. And the said C. D. does by these presents, for

himself and his heirs, give, grant, allot, assign, set over, release, and confirm unto the said A. B. and to his heirs and assigns forever, the said described piece or allotment of land, with the appurtenances. To have and to hold to him the said A. B., his heirs and assigns, to the only proper use and behoof of him the said A. B., his heirs and assigns forever, in severalty, as his and their full part thereof.

And that the said C. D. and his heirs shall have all that piece or allotment of land (residue of the said tract) beginning, &c., containing, &c., together, &c., (*the same as before.*)

And the said C. D., for himself, his heirs, executors, and administrators, does covenant, promise, and grant, to and with the said A. B., his heirs and assigns, by these presents, that he the said A. B., his heirs and assigns, shall or lawfully may, from time to time, and at all times hereafter, forever, freely, peaceably and quietly, have, hold, occupy, possess or enjoy, the said first-described piece or allotment of land, containing, &c., with the appurtenances, and receive and take the rents, issues, and profits thereof, without any molestation, interruption, or denial, of him the said C. D., his heirs or assigns, or of any other person or persons whatsoever, lawfully claiming, or to claim by, from, or under him or them, or by or with his or their act, privity, or procurement. And the said A. B., for himself, &c. (*Here insert the same covenant from A. B. to C. D.*)

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, on the day and year above written.

Signed, sealed, &c.

DEED BY CO-HEIRS.

TO ALL TO WHOM THESE PRESENTS SHALL COME :
of yeoman, eldest son and heir-at-law of
late of deceased; of another
of the sons of said deceased; and of
and his wife, late daughter of the said
deceased, (who are the only heirs of said deceased,) send
greeting: WHEREAS, by Indenture, bearing date the
day of A.D. 18 , of and his
wife, for the consideration therein mentioned, did grant
and confirm unto the said deceased, and to his
heirs and assigns forever, as in and by the said in part
recited Indenture, recorded in the Registry Office in and
for said County of relation being thereunto had,
more fully and at large appears, a certain messuage or
tract and parcel of land, situate in and bounded
and described as follows: (*describing the premises.*)
Now know ye, that the said and and
his wife, for and in consideration of the sum of law-
ful money of Canada, to them in hand paid by
of at and before the sealing and delivery hereof,
(the receipt whereof they do hereby acknowledge,)
have granted, bargained, sold, released and confirmed,
and by these presents do grant, bargain, sell, release,
and confirm, unto the said his heirs and assigns,
all the above-described messuage or tract and parcel of
land, situate and bounded and described as aforesaid;
together with all and singular the buildings, improve-
ments, rights, liberties, privileges, hereditaments, and
appurtenances whatsoever, thereunto belonging, or in
any wise appertaining, and the reversions and remain-
ders, rents, issues, and profits thereof; and also all the

estate, right, title, interest, property, claim, and demand whatsoever of them, the said and
 and his wife, in law or equity, or otherwise howsoever, of, in, to, or out of, the same; To have and to hold the said messuage or tract and parcel of land, hereditaments, and premises hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said his heirs and assigns, to his and their sole use and behoof forever.

In Witness, &c.

Signed, Sealed, &c.

DEED POLL BY EXECUTORS.

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, we, and both of, &c., executors of the last will and testament of late of, &c., deceased, send greeting.

WHEREAS the said in order to enable his said executors fully to carry into effect his intentions, did, in and by his last will and testament, authorize and empower his said executors, in any manner which they should deem proper, to make sale of, and execute and deliver deeds to convey, all his the said testators's real estate ;—

NOW THEREFORE KNOW YE, that, by virtue and authority to us given by said in his last will and testament, we, the said and executors as aforesaid, in consideration of the sum of to us paid by of, &c., (the receipt whereof is hereby acknowledged,) have given, granted, bargained, sold, and conveyed, and by these presents do give, grant, bargain, sell, and convey, unto the said his

heirs and assigns, the following described parcel of real estate, which was the property of the said situated in and bounded and described as follows, to wit, &c.

TO HAVE AND TO HOLD the afore-granted premises to him the said his heirs and assigns, to his and their use and behoof forever. And we, the said A. B. and C. D., do covenant with the said his heirs and assigns, that we are lawfully the executors of the last will and testament of said and that we have not made or suffered any incumbrance on the hereby-granted premises, since we were appointed executors of said and that we have in all respects acted, in making this conveyance, in pursuance of the authority granted to us in and by the said last will and testament of the said

In testimony whereof, &c.



DECLARATION OF TRUST OF STOCK.

MEMORANDUM. I, A. B., of, &c., do hereby acknowledge and declare, that I am possessed of shares in the capital stock of the Company, numbered from to inclusive, and that the same were transferred to me in trust for the only use, benefit, and advantage of of, &c., and his legal representatives; and that the same stock was purchased with money which belonged solely to said and that the certificate of said shares of said stock were taken in the name of me the said A. B. from motives of temporary convenience; and that the said stock and all dividends and advantages accruing thereon, are and shall be held by me and my legal representatives only for the convenience, use, benefit and advantage of him the said

and his legal representatives ; and on demand from him or them I will, and my legal representatives shall, assign the same to him or them, and account to and pay over to him or them all dividends and profits that shall by me or them have been received thereon.

In witness whereof, &c.

DECLARATION OF TRUST OF PURCHASE MONEY.

To all to whom, &c. : I, A. B., &c. [*as described in the purchase deed,*] send greeting.

WHEREAS, by indenture of, &c., bearing date, &c., made between C. D., of &c., [*as described in the deed,*] of the one part, and me the said A. B., of the other part ; he the said C. D., for and in consideration of therein mentioned, to be paid to him by me the said A. B., has granted, and did grant, &c., all that, &c., to hold the same to me the said A. B., my, &c., for, &c., which said premises were heretofore the estate of or in the possession of of : Now, know ye, that I, the said A. B. do hereby acknowledge, testify, and declare, that the sum of above mentioned to be paid to the said C. D. by me the said A. B., as aforesaid, was and is the proper money of E. F., of, &c. ; and that the name of me the said A. B., in the said indenture, of, &c., is used only in trust for him the said E. F., his &c. ; and that I and my heirs, &c., shall, at all times hereafter, upon the request, and at the cost and charge of the said E. F., convey and assure unto him the said E. F., his, &c., by a good quit-claim deed, warranting against all claiming under me, the said premises so bargained and sold to me by the said C. D., and all the interest therein that he so conveyed to me.

In witness, &c.

DECLARATION OF TRUST OF A BOND.

WHEREAS, in and by an obligation bearing even date with these presents, C. D., of, &c., stands bound and obliged to me, A. B., of, &c., in the sum of one thousand dollars, conditioned for the payment of five hundred dollars, with interest, in one year from the date hereof, as in and by said obligation appears : Now, know all men by these presents, that I, the said A. B., do hereby acknowledge and declare, that the said sum of five hundred dollars, loaned upon said obligation, was the proper money of E. F., of, &c., and not of me the said A. B. ; and that the name of me, the said A. B., was used and inserted as obligee in said obligation, only as trustee, and in trust and for the use and benefit of him the said E. F. [*A power of attorney may be inserted from A. B. to E. F. to receive the money, and a covenant that A. B. will not discharge the bond, or do anything to prevent E. F. from receiving the amount.*]

In witness, &c.

DISTRESS WARRANT.

To Mr. my Bailiff, greeting : DISTRAIN the goods and chattels of the tenant, in the house he now dwells in, or upon the premises in his possession, situated for the sum of being the amount of rent, due to me on the same, on the day of 18 , and for your so doing this shall be your sufficient warrant and authority.

Dated the day of A. D. 18 .

NOTICE OF DISTRESS.

Bailiff's Sale.

NOTICE IS HEREBY GIVEN, That the cattle, goods and chattels, distrained for rent, on the day of A. D. 18 , by me as bailiff to the landlord of the premises, of the tenant, will be sold by public auction on the day of 18 , at o'clock, which cattle, goods and chattels are as follows, that is to say :

Dated the day of 18 .

INVENTORY.

AN INVENTORY of the several goods and chattels distrained by me the day of A.D. 18 , in the house, outhouses and lands of situate by authority and on behalf of your landlord, for the sum of being rent due to the said on the day of 18 .

IN THE DWELLING HOUSE:

ON THE PREMISES:

Mr.

Take Notice, that as the Bailiff to your landlord, I have this day distrained, on the premises above mentioned, the several goods and chattels specified in the above Inventory, for the sum of being rent due to the said the day of 18 , for the said premises ; and that unless you pay the said rent, with the charges of distraining for the same, or replevy within five days from the date hereof, the said goods and chattels will be appraised and sold according to law.

Given under my hand, the day of in the year
of our Lord one thousand eight hundred and

Witness,

Bailiff.

APPRAISEMENT.

MEMORANDUM, that on the day of in the
year of our Lord 18 , of sworn
Appraisers, were sworn upon the Holy Evangelists, by
me of well and truly to appraise the
goods and chattels mentioned in the Inventory, according
to the best of your judgment.

Present at the time of swearing }
the said as above, }
and witness thereto. }

Constable.

I, the above named being sworn upon the
Holy Evangelists, by the Constable above
named, well and truly to appraise the goods and chattels
mentioned in this Inventory, according to the best of
my judgment, and having viewed the said goods and
chattels, do appraise the same at the sum of

As witness my hand the day of 18 .

FARMING LEASE, AGREEMENT FOR.

THIS AGREEMENT, made this day of in the
year, &c., BETWEEN of of the one
part, and of of the other part, WIT-
NESSETH: That the said shall, on or before the
first day of next, make and execute unto the said
his executors, administrators and assigns, a
valid lease of all that messuage, piece or parcel of land,

situate, &c., with the appurtenances thereto belonging, for the term of years, from the first day of at the yearly rent of payable half-yearly, clear of all deductions for taxes, or on any other account whatever; the first payment of said rent to be made on the first day of next; and at and under the further yearly rent of for every acre, and so in proportion for a less quantity of meadow or pasture ground, which shall be ploughed or converted into tillage, contrary to a covenant to be contained in said lease, as hereinafter directed: the first payment of said last-mentioned rent to be made on the first half-yearly day after such conversion into tillage, as aforesaid. And in the said lease there shall be contained covenants on the part of the said his executors, administrators and assigns, to pay the aforesaid rents, and to pay all taxes and assessments; for doing all manner of repairs to the buildings, hedges, ditches, rail and other fences (the said providing upon the premises, or within two miles thereof, rough timber, bricks, tiles and lime, for the doing thereof, to be conveyed by the said his executors, administrators or assigns); for permission for the said his heirs or assigns, at all seasonable times, to view the state of the premises; that the said his executors or administrators, shall not carry off from the farm any hay, straw or other fodder; and that the said his executors, administrators or assigns, shall spread on some part of the said lands, in a husband-like manner, all the manure and compost which shall arise from the said farm, and shall in all respects cultivate the same in a husband-like manner, and according to the usual course of husbandry practised in the neighbourhood, and shall leave all the manure and

compost of the last year for the use of the landlord or succeeding tenants. That the said his executors, administrators or assigns, shall not cut or flash any of the quick-hedge under three years' growth, and shall cut and flash those at seasonable times in the year, and at the time of doing thereof shall cleanse the ditches adjoining thereto, and guard and preserve the hedges, which shall be so cut and flashed as aforesaid, from destruction or injury by cattle, and shall also at all times guard and preserve all young hedges and young trees from the like destruction and injury. That the said

his executors, administrators or assigns, shall, in the summer immediately preceding the determination of the said term, to be granted as aforesaid, prepare for seed, in a husband-like manner, such part of the land as shall be in a course of fallow, and fit to be sown with a crop the ensuing season, and lay down with clover-seed and rye-grass acres of the arable land which shall be then in tillage, sowing upon each acre thereof pounds of the best clover-seed and bushels of the best rye-grass seed. And in the said lease there shall be contained a proviso for re-entry by the said his heirs or assigns, in case of the non-payment of rent for the space of twenty days, or non-performance of the covenants. And there shall be contained covenants on the part of the said his heirs and assigns, for quiet enjoyment. That the said his heirs and assigns, shall permit the said his executors, administrators or assigns, to have the use of the barns and stables adjoining the said premises, and the stack-yard and farm-yard, until one month after the expiration or determination of the said term, for the convenience of threshing out the last year's crops of corn and grain,

and feeding his or their cattle with the straw and fodder, so that the same may be made into manure, to be left on the said premises, as aforesaid; and also some convenient room in the farm-house for his or their servants to lodge and diet in, until the time aforesaid, without any recompense being made for the same respectively.

In witness, &c.

GRANT OF AN ANNUITY.

THIS INDENTURE, made the day of A. D. 18 , BETWEEN A. B., of of the one part, and C. D., of of the other part, WITNESSETH, That the said A. B., for, and in consideration of the sum of to him in hand well and truly paid, by the said C. D., at or before the sealing and delivery of these presents, (the receipt whereof the said A. B. doth hereby acknowledge,) hath given, granted, and confirmed, and by these presents doth give, grant, and confirm, unto the said C. D. and his assigns, one annuity of to be received, taken, had, and to be issuing out of, all that messuage, &c., with all and singular the appurtenances thereunto belonging, and every part and parcel thereof, unto the said C. D., and his assigns, for, and during the natural life of him, the said C. D., payable, and to be paid at and upon yearly, by even and equal portions; the first payment to begin and be made at or upon And if it shall happen that the said annuity of or any part thereof, be behind or unpaid, in part or in all, by the space of twenty-one days next after either of the said days or times of payment thereof, whereupon the same should or ought to be paid, as aforesaid: that then, and so often, at any time thereaf-

ter, it shall and may be lawful to, and for the said C. D., and his assigns, into, and upon the said messuage and premises above mentioned, or any part thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away, and impound, and the same impound, to take, hold, and keep, until the said annuity and the arrears thereof, (if any there shall be,) together with all costs and charges thereabout, or concerning the same, shall be fully paid and satisfied. And the said A. B., for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, that he, the said A. B., his heirs, executors, or administrators, shall and will, well and truly pay, or cause to be paid, unto the said C. D., his executors, administrators, or assigns, the said annuity, or yearly rent-charge, &c., at the days and times, and in the manner and form, as above expressed, and limited for payment thereof, according to the true intent and meaning of these presents. And also that the said messuage, &c., above-mentioned, to be charged and chargeable with the said annuity hereby granted, shall, from time to time, be, and continue, over and sufficient for the payment of the said annuity of yearly, during the life of the said C. D.

In witness, &c.

ANNUITY BOND.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of, &c., am held and firmly bound unto C. D., of, &c., in the penal sum of of lawful money of Canada, to be paid to the said C. D. or to certain attorney,

executors, administrators or assigns. For which payment, well and truly to be made, bind heirs, executors, and administrators, forever, firmly by these presents.

Scaled with seal. Dated this day of
A. D. 18 .

WHEREAS the above bound A. B., on the day of the date of the above written obligation, has had and received to his own use, of and from the above named C. D., the sum of (the receipt whereof is hereby acknowledged) in consideration whereof the said A. B. has agreed to pay the said C. D. an annuity or clear yearly sum of for and during his natural life, to be paid in the manner hereinafter mentioned; Now, the condition of this obligation is such, that if the above bound A. B., his heirs, executors and administrators, or any of them, do and shall yearly, and every year during the natural life of the said C. D., well and truly pay or cause to be paid to him the said C. D., or his assigns, the clear yearly sum of in half-yearly payments of each, payable on the days of each and every in each and every year which shall occur during the natural life of the said C. D., then this obligation shall be void; but if default be made in any of said half-yearly payments, or any part of them, then the same shall remain and be in full force and virtue.

Signed, sealed, &c.

GROUND RENT DEED.

THIS INDENTURE, made the day of A. D. 18 , BETWEEN of and his wife, of the one part, and of the same place, of the other part: WITNESSETH, that the said and

his wife, as well for and in consideration of the sum of one dollar, lawful money of Canada, unto them, at or before the sealing and delivery hereof, by the said

well and truly paid, the receipt whereof is hereby acknowledged, as of the payment of the yearly rent and taxes, and performance of the covenants and agreements hereinafter mentioned, which, on the part of the said

his heirs and assigns, is and are to be paid and performed, have granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said

his heirs and assigns, all that certain lot or piece of ground, situate and being [*describing the premises*], together with all and singular the improvements, ways, streets, watercourses, rights, privileges, hereditaments, and appurtenances whatsoever, unto the same belonging, or in anywise appertaining, and the reversion and reversions thereof: To have and to hold the above-described lot or piece of ground, with the appurtenances, unto the said

his heirs and assigns, to his and their sole use and behoof forever. Yielding and paying therefor and thereunto, unto the said

his heirs and assigns, the yearly rent or sum of lawful money of Canada, in half-yearly payments, on the first day of the months of July and January, in each and every year hereafter, forever, without any reduction or abatement whatever, for, or by reason of, any charges, taxes, or assessments whatsoever, to be assessed on the said lot hereby granted, or on the said yearly rent hereby, therefrom and thereout reserved and made payable; the first half-yearly payment to be made on the first day of July, in the year of our Lord one thousand eight hundred and

And upon default of

paying the said yearly rent on the days and times and in the manner aforesaid, it shall and may be lawful for the said his heirs and assigns, to enter into and upon the said hereby granted premises, or any part or parcel thereof, and into the buildings thereon to be erected, and to distrain for such yearly rent so then in arrear and unpaid, and to proceed with and sell such distrained goods and effects according to the usual course of distresses for rent-charges. But, if sufficient distress for the purposes afore-named and the payment of the charges attendant upon such levy cannot be found upon the said premises, it shall and may be lawful for the said his heirs and assigns, wholly to re-enter upon the said lot and all its improvements, and the same to have again, repossess and enjoy, as fully and completely as though this indenture had never been executed. And the said for himself, his heirs, executors, administrators, and assigns, doth covenant, promise, and agree to and with the said his heirs and assigns, by these presents, that he, the said the said yearly rent or sum of lawful money as aforesaid, shall and will, well and truly pay or cause to be paid, on the days and times hereinbefore mentioned and appointed for such payment, without any deduction or abatement for or by reason of, any charges, taxes, or assessments whatsoever; it being the express agreement of the parties hereto, that the said his heirs and assigns, shall pay all taxes whatsoever that shall hereafter be laid or assessed, by virtue of any law whatsoever, upon the herein granted lot or the buildings thereon to be there erected, or the said yearly rent charged thereon, or upon either or all of them; also that he, the said his heirs or assigns, shall and will, within one

year from the date hereof, erect and build on the said hereby granted lot, a good and substantial brick or stone building, of sufficient value to secure the said yearly rent hereby reserved. - Provided always, nevertheless, that if the said his heirs or assigns, shall and do, at any time hereafter, pay, or cause to be paid, unto the said his heirs or assigns, the sum of lawful money as aforesaid, and all arrérages of the said yearly rent to the time of such payment, then the same shall forever thereafter cease and be extinguished, and the covenant for payment thereof shall become void : and then he, the said his heirs or assigns, shall and will, at the proper costs and charges in law of the said grantor, his heirs and assigns, seal and execute a sufficient release and discharge of the said hereby reserved yearly rent, to the said his heirs and assigns forever, anything hereinbefore to the contrary contained notwithstanding. And the said for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said

his heirs and assigns, by these presents, that he the said his heirs and assigns, paying the said yearly rent, or extinguishing the same, together with the taxes, and performing the covenants and agreements aforesaid, shall and may, at all times hereafter forever, freely, peaceably, and quietly have, hold and enjoy, all and singular the premises hereby granted, with the appurtenances, and take and receive the rents and profits thereof, without any molestation, interruption, or eviction of the said his heirs, or any other person or persons whomsoever, lawfully claiming, or to claim, by, from, or under, him, them, or any of them.

In Witness, &c.

Signed, sealed, &c.

LEASE OF HOUSE.

THIS INDENTURE, made the day of A. D.
18 , BETWEEN

WITNESSETH, that in consideration of the rent, covenants and agreements hereinafter reserved and contained on the part of the said part of the second part, executors, administrators and assigns, to be paid, observed and performed, the said part of the first part, ha demised and leased, and by these present do demise and lease unto the said part of the second part, executors, administrators and assigns, all that messuage or tenement situate, lying and being

Together with all houses, outhouses, yards and other appurtenances thereto belonging or usually known as part and parcel thereof, or as belonging thereto ; To HAVE AND TO HOLD the said messuage or tenement and premises unto the said part of the second part, executors, administrators and assigns, for and during the term of to be computed from the day of one thousand eight hundred and sixty- and from thenceforth next ensuing, and fully to be completed and ended.

Yielding and paying therefor yearly and every year during the said term hereby granted, unto the said part of the first part, heirs, executors, administrators or assigns, the sum of to be payable on the following days and times, that is to say :
the first of such payments to become due and be made on the day of next

PROVIDED ALWAYS, and these Presents are upon this express condition, that if the said yearly rent hereby reserved, or any part thereof, shall at any time remain

behind or unpaid for the space of twenty-one days next over or after any of the days on which the same shall become due and payable, or if a breach or default shall be made in any of the covenants hereinafter contained by the said part of the second part, executors, administrators or assigns, then and in every such case it shall be lawful for the said part of the first part heirs, executors, administrators or assigns, into and upon the said premises, or any part thereof in the name of the whole, to re-enter and the same to have again, repossess and enjoy, as if these presents had never been executed.

And the said part of the second part, for heirs, executors, administrators and assigns, do hereby covenant, promise and agree, to and with the said part of the first part, heirs, executors, administrators and assigns, that the said part of the second part, executors, administrators and assigns, shall and will well and truly pay or cause to be paid to the said part of the first part, heirs, executors, administrators or assigns, the said yearly rent hereby reserved, at the times and in the manner hereinbefore appointed for payment thereof.

And also, shall and will from time to time, and at all times during the said term, keep in good and sufficient repair the said premises hereby demised, reasonable wear and tear and accidents by fire and tempest excepted; and the same so kept in repair shall and will at the end, expiration or other sooner determination of the said term, peaceably and quietly yield and deliver up to the said part of the first part, heirs, executors, administrators or assigns; And also shall and will well and truly pay or cause to be paid all taxes, rates,

levies, duties, charges, assessments, and impositions whatsoever, whether parliamentary, local, or otherwise, which now are or which during the continuance of this demise shall at any time be rated, taxed or imposed on or in respect of the said demised premises, or any part thereof.

And also, that it shall be lawful for the said part of the first part, heirs, executors, administrators and assigns, and their agents respectively, either alone or with workmen or others, from time to time, at all reasonable times in the day-time, during the said term, to enter upon the said demised premises, and every part thereof, to view and examine the state and condition thereof, and in case any want of reparation or amendment be found on any such examination, the said part of the second part executors, administrators or assigns, shall and will from time to time cause the same to be well and sufficiently repaired, amended and made good within one month next after notice in writing shall have been given to or left at or upon the said hereby demised premises for that purpose; and if the said part of the second part, executors, administrators or assigns, shall fail in making the necessary repairs in manner hereinbefore described, that it shall be lawful for the said part of the first part, heirs, executors, administrators and assigns, and agents, to enter into and upon the said hereby demised premises, and have the same repaired in a proper manner, and to render the account for such repairs to the said part of the second part, executors, administrators and assigns, and demand payment for the same; and if default is made, to sue for the same in any court of law having jurisdiction over the same.

And the said part of the second part, executors, administrators or assigns, shall not nor will at any time or times during the continuance of this demise, sell, assign, let, or otherwise part with this present lease, or the said premises hereby demised, or any part thereof, to any person or persons whomsoever, for the whole or any part of the said term, nor alter, change or remove any part of the said premises, yards or offices, externally or internally, without the license or consent in writing of the said part of the first part, heirs, executors, administrators, or assigns, from time to time, first had and obtained.

And the said part of the first part, for heirs, executors, administrators and assigns, covenant with the said part of the second part, executors, administrators and assigns, that the said part of the second part, executors, administrators and assigns, well and truly paying the rent hereinbefore reserved, and observing, performing and keeping the covenants hereinbefore contained, shall and may from time to time and at all times during the said term, peaceably and quietly enjoy the said premises hereby demised, without molestation or hindrance.

In Witness, &c.

Signed, Sealed, &c.

FARMING LEASE.

THIS INDENTURE, made the day of A. D. 18 , BETWEEN (hereinafter called the lessor,) of the first part, and (hereinafter called the lessee,) of the second part, WITNESSETH, that for and in consideration of the yearly rent, covenants and con-

ditions hereinafter reserved and contained, and which on the part and behalf of the said lessee executors, administrators, and assigns, are to be paid, done and performed, he, the said Lessor ha demised, leased, and to farm let, and by these presents do demise, lease, and to farm let, unto the said lessee executors, administrators, and assigns, all that certain parcel or tract of land situate, lying, and being in the together with all the erections and buildings, barns, stables, and other outhouses thereupon erected, standing and being, or hereafter during the said term to be erected, standing and being, and together also with all ways, paths, passages, waters, water-courses, privileges, advantages, and appurtenances whatsoever, to the same premises belonging, or in any wise appertaining. To have and to hold the said parcel or tract of land, erections, buildings and premises hereby demised, or intended so to be, unto the said lessee executors, administrators, and assigns, for, and during, and unto, the full end and term of years, to be computed from the day of in the year of our Lord one thousand eight hundred and sixty thence next ensuing, and fully to be completed and ended. Yielding and paying therefor yearly and every year during the said term hereby demised, unto the said lessor heirs and assigns, the clear yearly rent or sum of of lawful money of Canada, on the days of the months of in each and every year during the said term, without any deduction, defalcation or abatement thereout, on any account whatsoever, the first of such payments to become due and to be made on the day of next.

And the said lessee do hereby for heirs, executors, administrators and assigns, covenant

promise and agree to and with the said lessor, heirs and assigns, in manner following, that is to say: That the said Lessee executors, administrators or assigns, or some or one of them, shall and will well and truly pay, or cause to be paid, unto the said lessor heirs or assigns, the said yearly rent of on the days and times, and in manner hereinbefore mentioned and appointed for payment thereof, without any deduction or abatement thereout, on any account whatsoever. And also shall and will from time to time, and at all times during the said term, well and truly pay, or cause to be paid, all taxes, rates, levies, duties, charges, assessments and impositions whatsoever, whether parliamentary, municipal, or otherwise, which now are, or which during the continuance of the said term hereby demised, shall at any time be rated, charged, assessed, or imposed for or in respect of the said hereby demised premises, or any part thereof.

And that the said lessee will, during the said term, cultivate, till, manure and employ such part of the said demised premises as is now or shall hereafter be brought under cultivation, in a good husband-like and proper manner. And will crop the same during the said term by a regular rotation of crops, in a proper, farmer-like manner, so as not to impoverish, depreciate or injure the soil of the said land: and will preserve all orchard and fruit trees (if any) on the said premises, from waste, damage or destruction; and will spend, use and employ in a husband-like manner, upon the said premises all the straw and dung which shall grow, arise, renew or be made thereupon; And will allow any incoming tenant to plough the said land after harvest in the last year of

the said term ; And to have stabling for two horses, and bedroom for one man.

And shall not nor will during the said term cut any standing timber upon the said lands, except for rails or for buildings upon the said demised premises, or for firewood upon the premises, and shall not allow any timber to be removed from off the said premises ; And also shall and will, at the cost and charges of the said lessee, well and sufficiently repair and keep repaired the erections and buildings, fences and gates erected or to be erected upon the said premises, the said lessor finding or allowing on the said premises all rough timber for the same, or allowing the said lessee to cut and fell so many timber trees upon the said premises as shall be requisite, and allowing the said lessee the sum of per hundred out of the said rent, for new rails made into fence ; And also shall and will at the expiration or other sooner determination of this lease, peaceably and quietly leave, surrender and yield up unto the said lessor, heirs, or assigns, the said premises hereby demised, in such good and sufficient repair as aforesaid, (reasonable use and wear thereof, and damage by fire or tempest only excepted) ; And also that it shall be lawful for the said lessor, heirs and assigns, twice or oftener in every year during the said term, to enter upon the said demised premises, to view the state and condition of the same, and that the said lessee, executors, administrators or assigns, will repair the same according to notice : and also shall not nor will, at any time during the said term, assign, transfer or sublet the said premises hereby demised without the license and consent of the said lessor, heirs or assigns, in writing, for that purpose first had and obtained.

PROVIDED ALWAYS, that if the said yearly rent hereby reserved, or any part thereof, shall be in arrear for twenty-one days after any one of the days appointed for payment thereof as aforesaid, whether the same shall be lawfully demanded or not; or if the said lessee, executors, administrators or assigns, shall assign or sublet the said premises without such license as aforesaid; or in case of breach of any of the covenants herein contained, then and in any of the said cases it shall be lawful for the said lessor, heirs or assigns, into or upon the said premises, or any part thereof in the name of the whole, to re-enter, and the same to have again, repossess and enjoy as in his and their first and former estate; and the said lessee, executors, administrators and assigns, and all persons claiming under thereout to expel, put out and remove, anything hereinbefore contained to the contrary notwithstanding; And the said lessor do hereby, for heirs and assigns, covenant, promise and agree to and with the said lessee, executors, administrators and assigns, that he and they paying the said rent, and performing the covenants herein contained on and their parts, shall and may peaceably and quietly enjoy the said premises during the said term, without any molestation, hindrance, or disturbance of, from, or by the said lessor, heirs or assigns, or any other person claiming under him or them.

In Witness, &c.

Signed, Sealed, &c.

FARMING LEASE.

(Another Form.)

THIS INDENTURE, made the day of A.D. 18 , BETWEEN A. B. of yeoman, of the one part, and C. D. of yeoman, of the other part, WITNESSETH, that for and in consideration of the rent, covenants, conditions and agreements hereinafter reserved and contained, and which on the part and behalf of the said C. D., his executors, administrators and assigns, are or ought to be paid, done and performed, the said A. B. hath demised, leased, set, and to farm let, and by these presents doth demise, lease, set and to farm let, unto the said C. D., his executors and administrators, all that parcel or tract of land, &c. (*describing the lot,*) together with the frame dwelling-house, barns, stables, and other out-houses thereupon erected, standing and being, together with all ways, paths, passages, waters, water-courses, privileges, advantages and appurtenances whatsoever, to the same premises belonging, or in any-wise appertaining. To have and to hold the said parcel or tract of land, dwelling-house, buildings and premises hereby demised unto the said C. D., his executors, administrators and assigns, from the day of the date of these presents, for and during and until the full end and term of years from thence next ensuing, and fully to be complete and ended; Yielding and paying therefor yearly, and every year during the said term hereby granted, unto the said A. B. his heirs and assigns, the yearly rent or sum of of lawful current money of Canada (by two equal half-yearly payments, to be made on the day of and the day of) in each and every year during the said term, without any deduc-

tion or abatement thereof, for or upon any account or pretence whatsoever.

And the said C. D. doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise, and agree to and with the said A. B., his heirs and assigns, in manner following (that is to say), that he the said C. D., his executors, administrators and assigns, shall and will well and truly pay, or cause to be paid, unto the said A. B., his heirs and assigns, the said yearly rent of by equal half-yearly payments, on or at the days or times, and in the manner hereinbefore mentioned and appointed for payment thereof. And also that he the said C. D., his executors, administrators and assigns, shall and will at his and their own costs and charges, well and sufficiently repair and keep repaired, the dwelling-house, buildings, fences, and gates now erected, or which shall at any time or times hereafter during the said term be erected upon the said demised premises, he the said A. B., his heirs and assigns, upon request and notice to them made, finding and allowing on the said premises, or within miles distance thereof, all rough timber, brick, lime, tiles, and all other materials whatsoever, (except straw) for doing thereof, to be carried to the said hereby demised premises, at the charge of the said C. D., his executors, administrators, or assigns, or otherwise permitting or allowing him or them, at their like costs and charges, to cut and fell such and so many timber trees upon some part of the premises hereby demised, as shall be requisite and necessary for the purpose (damage happening by accidental fire, tempest, or other inevitable accident being always excepted), And further, that he the said C. D., his executors, administrators and assigns, shall and will at

all times during the said term, cultivate and farm such part or parts of the said lands and premises as now are or shall hereafter be brought into cultivation during the said term, in a proper husbandlike manner. And shall and will at the expiration or other sooner determination of this lease, peaceably and quietly leave, surrender and yield up unto the said A. B., his heirs and assigns, the whole of the said premises hereby demised, in such good and sufficient repair as aforesaid (reasonable use and wear thereof and damage by accidental fire, tempest or other inevitable accident as aforesaid, always excepted); And also, that it shall and may be lawful to and for the said A. B., his heirs and assigns, after six days previous notice in writing, twice or oftener in every year during the said term, at seasonable and convenient times in the day, to enter and come into and upon the said demised premises, or any part thereof, to view the condition of the same, and of all defects and wants of reparation and amendment which shall then and there be found, to leave notice in writing at the said demised premises to or for the said C. D., his executors administrators, or assigns, to repair and amend the same within the space of three calendar months. And the said C. D. doth hereby for himself his executors, administrators and assigns, covenant, promise and agree to and with the said A. B., his heirs and assigns, that he, the said C. D., his executors, administrators, or assigns, shall and will, within three calendar months next after every and any such notice, shall have been so given or left as aforesaid, well and sufficiently repair and amend the same accordingly, (except as before excepted. and upon being provided or allowed materials for the same as aforesaid). And also that he, the said C. D., his execu-

tors, administrators, or assigns, shall not, nor will at any time during the said term, pull down, or cause, or permit to be pulled down, or make, or cause, or permit to be made, any alteration by cutting new doors ways or otherwise, in the said dwelling-house, or in any of the buildings upon the said demised premises, without the consent in writing of the said A. B., his heirs, or assigns, for that purpose first had and obtained; And moreover, shall not, nor will at any time during the continuance of this demise, bargain, sell, assign, transfer or set over this indenture of lease, or let, set, demise, underlease, or underlet the said dwelling-house and premises hereby demised, or any part thereof, or in any other manner part with this indenture of lease, or the possession or occupation of the premises hereby demised, without such license and consent as aforesaid. Provided always, nevertheless, and these presents are upon this express condition, that if the said yearly rent or sum of hereby reserved, or any part thereof, shall be unpaid in part or in all by the space of twenty-one days next after either of the days on which the same ought to be paid as aforesaid, being lawfully demanded; or in case the said C. D., his executors, or administrators, shall at any time during the said term hereby granted, without such license as aforesaid, assign, transfer, or set over, underlease, or underlet, the premises hereby demised, or any part thereof, or in any other manner part with the possession or occupation of the same, or any part thereof; or if all, or any of the covenants, conditions or agreements in these presents contained, on the part and behalf of the said C. D., his executors, administrators and assigns, shall not be performed, fulfilled, and kept according to the true intent and meaning of

these presents, then and from thenceforth, in any or either of the said cases, it shall and may be lawful to and for the said A. B., his heirs and assigns, into and upon the said demised premises, or any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in his or their first or former estate, and thereout and from thence the said C. D., his executors, administrators and assigns, and all other occupiers of the said premises, to expel, put out and remove, this indenture or anything hereinbefore contained to the contrary thereof in anywise, notwithstanding. And the said A. B. doth hereby for himself, his heirs, executors administrators and assigns, covenant promise and agree, with and to the said C. D., his executors, administrators and assigns, that he, the said C. D., his executors, administrators and assigns, well and truly paying the said yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing, keeping and performing, all and singular the covenants and agreements in these presents contained, and which on his and their parts and behalves, are and ought to be paid, kept, done and performed, shall and lawfully may, peaceably and quietly have, hold, use, occupy, possess and enjoy, the said demised premises and every part and parcel thereof, with the appurtenances, during all the said term of years hereby granted, without any lawful let, suit, trouble, interruption, eviction, molestation, hindrance, or denial, of or by him the said A. B., his heirs, or assigns, or of, from, or by any other person or persons claiming, or to claim, from, by, or under him, them, or any or either of them.

In Witness, &c.

LEASE.

(Short Form under Statute.)

THIS INDENTURE, made the day of
A. D. 18 , in pursuance of the Act respecting short
forms of leases :

BETWEEN of the first part ; and of
the second part ; witnesseth, that in consideration of the
yearly rents, covenants and conditions hereinafter
respectively reserved and contained by the said lessee,
 executors, administrators and assigns, to be
respectively paid, observed and performed, the said
lessor ha demised and leased, and by these presents
do demise and lease, unto the said lessee all th cer-
tain parcel or tract of land and premises situate, lying
and being in the

TOGETHER with all the rights, members and appurte-
nances whatsoever to the said premises belonging or
appertaining : To have and to hold the said hereby
demised premises, with their appurtenances, unto the
said lessee, executors, administrators and assigns for
the term of years, to be computed from the
day of A. D. 18 .

YIELDING AND PAYING therefor, unto the said lessor,
 heirs or assigns the clear yearly rent or sum
of of lawful money of Canada, in even portions,
 on the days of in each and every year dur-
ing the continuance of the said term, without any
deduction, defalcation or abatement whatsoever ; the
first payment to be made on the day of

AND the said lessee for heirs, executors, ad-
ministrators and assigns, hereby covenant with the said
lessor heirs and assigns, to pay rent, and to

WITNESSETH, that the said party of the first part doth hereby grant and demise unto the said parties of the second part, their successors and assigns, all rock oil or petroleum, salt, metals, mineral and vegetable substances and deposits, to be found within the limits of th certain tract or parcel of land situate, lying and being

With full and free liberty for them, their successors, assigns or lessees, and their agents, servants and workmen, to search for, procure, refine and make merchantable all such oil, salt, metals, mineral or vegetable substances and deposits, and to dig, bore, sink, open and work any wells, shafts or mines within the said limits; And to make, erect, maintain and carry on all buildings, machinery, works and operations which they may think necessary or advisable, for searching for, procuring, refining or making merchantable such oil, salt, metals, mineral or vegetable substances and deposits, and to prepare for removal and to remove the same from the said limits; Together with all such right of way on and over the lands of the said party of the first part as may be necessary for the convenient exercise of such rights; To hold the said premises hereby demised unto the said parties of the second part, their successors and assigns, henceforth for the term of years; Rendering therefor to the said party of the first part, his heirs and assigns, of all the rock oil or petroleum, salt, metals, mineral or vegetable substances or deposits which the said parties of the second part, their successors, assigns or lessees, or their agents, servants or workmen, shall from time to time procure within the said limits; And which is to be delivered and received at the wells, shafts or mines from which the same is procured,

in barrels, tanks or other proper receptacles, to be provided by the said party of the first part, his heirs or assigns; And to be so delivered by the said parties of the second part, their successors, assigns or lessees, when from time to time so preparing for removal their own portions thereof:

PROVIDED ALWAYS, and this demise is on the express condition that the said parties of the second part shall actually and bona-fide commence operations within the said limits for the purposes aforesaid, or in actual and bona-fide preparation therefor, within years from the date hereof, and shall within years from the date hereof have found oil, salt, metals, mineral or vegetable substances or deposits, and shall have one or more wells, shafts or mines producing the same in actual operation within the said limits; And shall not, after so commencing operations, abandon or suspend the same for longer than at any time; And that on failure so to commence operations within such years, or in case of abandoning or suspending such operations for more than at any time, or on failure to find oil, salt, metals, mineral or vegetable substances or deposits, and have one or more wells, shafts or mines producing the same in actual operation within the said limits within years from the date hereof, This demise, and the term hereby created, shall thereupon cease and determine, and these presents shall become and be null and void, both at law and in equity, and to all intents and purposes, except as to any covenant or covenants in respect of which either party may then have any claim against the other.

AND PROVIDED FURTHER, that whenever the said party of the second part, their successors, assigns or lessees, shall discover oil, salt, metals, mineral or other

vegetable substances or deposits, and shall decide to work any well, shaft or mine producing the same, it shall be lawful for them to take exclusive possession of as much land within the said limits as they shall consider necessary for the convenient working of each well, shaft or mine, and for the erection of buildings or other works, and carrying on all operations connected therewith; But not more than half an acre of land shall be so taken possession of in connection with any one oil well; And if for the purpose of any well, shaft or mine producing any of the substances aforesaid other than oil, they consider it necessary to take possession of more than half an acre of land, they shall be liable to pay a money rent for the excess over such half acre, the amount and time of payment, if not agreed upon, to be fixed by the award of three arbitrators, one to be appointed by each party, and the third by such two, the award of any two of whom shall be binding; And when such land shall have been so taken exclusive possession of, these presents shall from thenceforth, and so long as such well, shaft or mine shall continue to be actually worked, and such land to be used in connection therewith and for the purposes thereof, but no longer, be read and construed with reference thereto, and in case of such money rent being fixed, shall also be read and construed with reference to such rent, as if the land so taken possession of had been herein expressly demised to the said parties of the second part, their successors and assigns, or to their lessees, for the residue of the term hereby created, and as if such money rent had been herein expressly reserved and made payable at such times and in such sums as shall be so agreed or awarded.

AND PROVIDED ALSO, that (unless by consent) it shall not be lawful for the said parties of the second part, their successors or assigns, or their lessees, agents, servants or workmen, to enter upon or take possession of any portion of the land of the said party of the first part, his heirs or assigns, without having first given to him or them, or left for him or them at his or their last or most usual place of abode or business, or mailed to his or their address in case he or they reside out of the Township in which such land lies, at least one week's notice, mentioning the part of the land intended so to be entered upon or taken possession of.

AND PROVIDED ALSO, that the parties of the second part, their successors, assigns or lessees, shall make compensation to the party of the first part, his heirs or assigns, for all damage done by them to the buildings, growing timber or crops, upon any land upon which they may so enter; the amount of which compensation, if not agreed upon between the parties, shall be settled by arbitration, in the manner aforesaid.

And the said parties of the second part, for themselves, their successors and assigns, and for their lessees, covenant with the said party of the first part, his heirs and assigns, that they will, in carrying on their operations aforesaid, do no unnecessary damage to the buildings, timber, crops or other property of the said party of the first part, his heirs or assigns; And that for all damage necessarily done to any buildings, timber or crops upon the land entered upon in pursuance of these presents they will make compensation in manner aforesaid; And that they will duly pay the rent reserved as aforesaid, by paying the money rent aforesaid in all cases where the same shall be agreed upon or awarded in man-

ner aforesaid, and delivering in manner aforesaid at each well, shaft or mine producing oil, salt, metals, mineral or vegetable substances or deposits within the limits aforesaid, and worked under the said demise, of such produce; Provided, that the said party of the first part, his heirs or assigns, provide barrels, tanks or other proper receptacles, in good order, and sufficient for the reception thereof; And that so long as such barrels, tanks, or other proper good and sufficient receptacles are provided, they will not remove any such produce from any such well, shaft or mine without at the same time setting apart and delivering as aforesaid for the said party of the first part, his heirs or assigns; And that if they shall during the said term cease to work any well, shaft or mine, or to occupy in connection therewith, or for the purposes thereof, any land of which they shall have taken exclusive possession, for the purposes thereof, under the provisions aforesaid in that behalf, they will immediately upon so ceasing to work such well, shaft or mine, or so to occupy such land, peaceably and quietly restore and deliver up possession, of such land to the said party of the first part, his heirs or assigns; And that at the expiration or other sooner determination of the said term they will peaceably and quietly retire from the occupation and possession of all land occupied by virtue hereof, and deliver and yield up possession to the said party of the first part, his heirs or assigns, of all the land within the limits aforesaid.

And that it shall be lawful for the said party of the first part, his heirs or assigns, or his or their duly authorized agent, at all times during the said term to enter upon any of the land so occupied by the parties of the second part, their successors or assigns, or their lessees,

for the purpose of observing the progress of the operations, and ascertaining the quantity of oil or other substances produced, and of receiving and removing the oil of other substances delivered as aforesaid by way of rent ; But so that he or they shall not thereby unnecessarily interfere with or hinder such operations.

And the said party of the first part, for himself, his heirs, executors, administrators and assigns, covenants with the said parties of the second part, their successors, assigns and lessees, that they shall and may peaceably and quietly hold, use, exercise and enjoy all and singular the rights, powers, privileges and other the premises hereby granted and demised, or intended so to be, during the term aforesaid, without any lawful let, suit, trouble, denial, molestation or disturbance whatsoever, of from or by the said party of the first part, his heirs or assigns, or any other person or persons whomsoever.

And it is hereby declared and agreed, that if the said parties of the second part, their successors, assigns or lessees, shall fail to pay any money rent agreed upon, or awarded in manner aforesaid, the said party of the first part, his heirs or assigns, shall have all the usual remedies of landlords for the recovery thereof ; and that for the purpose of distress such money rent shall be deemed to be payable in respect of all the land occupied at or in connection with such well, shaft or mine, and not only in respect of the excess over half-an-acre ; and that if the said parties of the second part, their successors, assigns or lessees, shall not duly deliver to the said party of the first part, his heirs or assigns, in manner aforesaid, the said of the produce of any such well, shaft or mine ; but shall remove the same without having set apart such it shall be lawful for

the said party of the first part, his heirs or assigns, to stop, seize and distrain all oil or other such produce, goods and chattels, at or about any such works or within the said limits; but not any machinery or fixtures used in or necessary to the carrying on of operations thereat; and to remove the same, or to retain possession of the same without removing the same; and if the said parties of the second part, their successors, assigns, or lessees, shall not sooner deliver, in manner aforesaid, the quantity of oil or other produce then due, and also pay the costs of such distress, at the rate allowed by law on distresses by landlords for rent in arrear, may proceed to sell the same, or any part thereof; first giving eight days' notice of such sale by printed or written notices, put up in at least three conspicuous places in the neighbourhood; and may pay himself or themselves, besides the expenses of such distress and sale at the rate aforesaid, such sum as the oil or other produce in arrear would be worth at the highest market price at any time since the default, which amount, if not agreed upon, shall be settled by arbitration, in manner aforesaid, and which arbitration may be held as well after as before such sale; and the expenses of and connected with such arbitration shall be added to and form part of the expenses of the distress; and the party or parties so distraining shall not be liable, as for an excessive distress by reason of seizing or selling more than shall be necessary to satisfy such rent and charges; but the surplus, if any, shall be returned to the parties of the second part, their successors, assigns or lessees.

Provided, however, that in case the said party of the first part, his heirs or assigns, shall not at any time

have at any such well, shaft or mine a sufficient supply of barrels, tanks or other proper receptacles, in good order, and sufficient to receive his or their share of such oil or other produce, the said parties of the second part, their successors, assigns or lessces, shall not be chargeable with any default or wrong by reason of removing as aforesaid; and the said party of the first part, his heirs or assigns, shall not be entitled to claim as for arrears, or to distrain, unless he or they have at such well, shaft or mine, at the time of any such alleged default or wrong, a sufficient supply of barrels, tanks or other proper receptacles, in good order, and sufficient to receive such share or shares.

In Witness, &c.

Signed, Sealed, &c.



LEASE OF OIL AND MINING LANDS.

(Another Form.)

THIS INDENTURE, made the day of , A.D. 18 , in pursuance of the Act respecting Short Forms of Leases; BETWEEN WITNESSETH, that in consideration of the monies, rents, royalties, covenants, conditions and agreements hereinafter reserved and contained on the part of the said party of the second part, his executors, administrators and assigns, to be paid, observed and performed, they the said parties of the first part have demised and leased, and by these presents do demise and lease unto the said party of the second part, executors, administrators and assigns, the lands following, namely: All and singular that certain parcel or tract of land and premises situate, lying

and being in the township of _____ in the county of _____
and Province of _____ being composed of _____
reserving thereout unto the said lessors,
their executors, administrators or assigns, a right of way
in, over, out of, upon and across the said demised pre-
mises, with their servants, cattle, horses, waggons, carts
and vehicles; To have and to hold the said demised
premises for and during the term of _____ years, to be
computed from the day of the date of this Indenture
and thenceforth next ensuing and fully to be complete
and ended, for the following uses and purposes, that is
to say: That the said lessees, their heirs, assigns, em-
ployees or lessees are to have at all times during the said
term hereby granted the exclusive right to enter upon
and occupy the said premises, and to take thereon all
necessary teams, tools, implements and machinery, and
to work and use the same for the purpose of putting
down a shaft or shafts, tubing or piping, or drilling,
boring or digging a well or wells for petroleum, oil, salt
or any other mineral or vegetable substance or deposit,
which may be found or discovered to be upon, in or
under the said premises hereby demised; with the right
to erect a derrick or derricks, building or buildings,
which he or they may find necessary for drilling, boring,
pumping or mining as aforesaid, and for storing the pro-
ducts, and for all other purposes connected therewith;
And are to have and to hold any such petroleum, oil,
salt or other substance so found and obtained to himself,
his heirs, executors, administrators and assigns (except
as hereinafter mentioned), with liberty at all times to
remove the same: Yielding and paying therefor unto
the said lessors, their heirs, executors, administrators
or assigns, the sum of _____ one shilling yearly and

every year during the continuance of the said term; and also the part or share of all the petroleum, oil, salt or other substance which may be obtained from the said demised premises from time to time during the continuance of this lease; such part or share to be delivered by the said lessee, his executors, administrators or assigns, unto the said lessors, their agents or assigns, at the well or wells, in barrels or casks to be provided by the said lessors at least before, at the end of every and to be the part of all the petroleum, oil, salt or other substance, as had been obtained during the preceding And the said lessee covenants with the said lessors, that he the said lessee, his heirs, assigns, employees or lessees, will commence operations for obtaining such oil or other substance on the premises hereby demised within days from the date hereof, and will commence to put down at least one well on the said premises within the said days, and erect an engine house or houses, derrick or derricks, and all things necessary for the same, and will continue and prosecute the said well or wells with all earnest zeal, diligence and vigor unto completion, and until the said well or wells shall have been well and properly tested; And that the said lessors, their agents or assigns, may have access at any and all times to the books and records of the said well or wells. And the said lessors covenant with the said lessee for quiet enjoyment; And that the said lessee, his executors, administrators and assigns, may have the right at all times during the term hereby created, of ingress and egress in, upon, from and out of the said premises hereby demised, with his or their servants, cattle, waggons, horses, carts and vehicles, The said lessee covenants with the

said lessors to pay rent and to pay taxes upon the said demised premises

Proviso for re-entry by the said lessors on nonpayment of rents and royalties or non-performance of covenants or any of them.

In Witness, &c.

Signed, Sealed, &c.



LEASE OF PART OF A HOUSE.

MEMORANDUM of an agreement made and entered into the day of 18 , by and between A. B., of and C. D., of, &c. ; whereby the said A. B. agrees to let, and the said C. D. agrees to take the rooms or apartments following, that is to say : being part of a house and premises in which the said A. B. now resides, situate and being No. , in street, in the city of To have and to hold the said rooms and apartments, for and during the term of half-a-year, to commence from the day of instant, at and for the yearly rent of lawful money of Canada, payable monthly, by even and equal portions, the first payment to be made on the day of next ensuing the date hereof; and it is further agreed, that, at the expiration of the said term of half-a-year, the said C. D. may hold, occupy and enjoy the said rooms or apartments from month to month for so long a time as the said C. D. and A. B. shall agree, at the rent above specified; and that each party be at liberty to quit possession on giving the other a month's notice in writing. And it is also further agreed, that when the said C. D. shall quit the premises, he shall leave them in as good

condition and repair as they shall be in on his taking possession thereof, reasonable wear excepted.

In Witness, &c.

LETTER OF LICENSE.

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, who have hereunto subscribed our names and affixed our seals, creditors of I. B., of send greeting :

Whereas the said I. B., on the day of the date hereof, is indebted unto us, the several creditors hereunder named, in divers sums of money, which at present he is not able to pay and satisfy, without respite and time to be given him for payment thereof: Know ye, therefore, that we, the said several creditors, and each and every of us, at the particular request of the said I. B., have given and granted, and by these our present letters do give and grant, unto the said I. B., full and free liberty, license, power and authority to go about, attend, follow and negotiate any affairs, business matters or things whatsoever, or at any place or places whatsoever, without any let, suit, trouble, arrest, attachment, or any other impediment to be offered or done unto the said I. B., his wares, goods, moneys or other effects whatsoever, by us or any of us, or by the heirs, executors, administrators, partners or assigns of us or any of us, or by our or any of our means or procurement, to be sought, attempted or procured to be done, for and during months next and immediately ensuing the day of the date hereof. And further, we the said creditors hereunder subscribed, do and each of us doth covenant and grant, for ourselves, our heirs, executors, administrators and assigns, respectively, and not jointly, or one

for another, or for the heirs, executors, administrators or assigns of each other, to and with the said I. B., that we or any of us, our heirs, executors, administrators or assigns, or any of them, shall not nor will during the time aforesaid, sue, arrest, attach or prosecute the said I. B. for or on account of our respective debts, or any part thereof; and that, if any hurt, trouble, wrong, damage or hindrance be done unto the said I. B., either in body, goods or chattels, within the aforesaid term of

next ensuing the date hereof, by us or any of us the said creditors, or by any person or persons, by or through the procurement or consent of us or any of us, contrary to the true intent and meaning of these presents, then the said I. B., by virtue hereof, shall be discharged and acquitted forever, against such of us the said creditors, his and their heirs, executors, administrators or assigns, by whom and by whose will, means or procurement he shall be arrested, attached, imprisoned or damaged, of all manner of actions, suits, deeds, debts, charges, sum and suns of money, claims and demands whatsoever, from the beginning of the world to the day of the date hereof.

In Witness, &c.

MORTGAGE IN FEE.

THIS INDENTURE, made the day of A.D.
 18 . BETWEEN of the first part wife of the
 said party of the first part, of the second part, and
 of the third part, WITNESSETH, that the said
 party of the first part, in consideration of the sum of
 of lawful money of Canada, to him by the said
 part of the third part in hand paid at or before the

sealing and delivery of these presents, (the receipt whereof is hereby acknowledged), doth grant, bargain, sell, release, convey and confirm, unto the said part of the third part, heirs and assigns, All and singular that certain tract of land and premises, situate, lying and being

Together with the appurtenances, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, use, trust, claim, property and demand, both at law and in equity, of him, the said party of the first part, of, in, to, or out of the same.

To have and to hold the said lands, tenements, hereditaments, and premises, and all and singular other the premises hereby conveyed, or intended so to be, with the appurtenances, unto the said part of the third part,

heirs and assigns, to the sole and only use of the said part of the third part, heirs and assigns for ever; subject to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

[Here insert release of dower by wife]

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors, administrators or assigns, or some or one of them, do and shall well and truly pay, or cause to be paid, unto the said part of the third part

executors, administrators, or assigns, the said sum of with interest thereon at per cent. per annum, at the times and in manner following, that is to say : without making any deduction, defalcation, or abatement thereout, in respect of any taxes, assessments, or otherwise, now or hereafter to be assessed

or imposed on the said lands, tenements, hereditaments, and premises, or any part thereof, by authority of parliament or otherwise however, then, and from thenceforth, this Indenture and every clause, matter and thing herein contained, shall absolutely cease, determine, and be void to all intents and purposes whatsoever, as if the same had never been made.

And the said party of the first part, doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said part of the third part, heirs and assigns,

That he the said party of the first part, his heirs, executors, administrators or assigns, or some or one of them, shall and will well and truly pay, or cause to be paid, unto the said part of the third part, executors, administrators, or assigns, the said principal sum and interest, in the above proviso mentioned, on the days and times and in manner above limited for payment thereof, according to the true intent and meaning of these presents.

And also that he the said party of the first part, at the time of the sealing and delivery of these presents, is lawfully seized in fee of the said lands, tenements, hereditaments and premises, without any manner of use, trust, reservation, limitation or condition, to alter, change, charge, incumber or defeat the same.

And also, that he, the said party, of the first part, now hath in himself good right, full power and lawful and absolute authority, to convey and assure the said premises hereby conveyed, or intended so to be, unto the said part of the third part, heirs, and assigns, in manner aforesaid, and according to the true intent and meaning of these presents,

And also, that from and after default shall happen to be made in payment of the said principal sum, or the interest thereof, in the above proviso mentioned, it shall and may be lawful for the said part of the third part,

heirs and assigns, peaceably and quietly to have, hold, use, occupy possess and enjoy the said lands, tenements, hereditaments and premises, without the let, suit, hindrance, interruption or denial of the said party of the first part, his heirs or assigns, or any other person or persons whomsoever, and that free and clear of and from all incumbrances whatsoever.

And also, that from and after such default as aforesaid, he the said party of the first part, his heirs and assigns, and all other persons having or lawfully claiming any estate, right, title or interest in the said lands, tenements, hereditaments and premises, hereby conveyed, or intended so to be by, from, under, or in trust for the said party of the first part, shall and will, from time to time, and at all times hereafter, at the costs and charges of the said part of the third part, heirs or assigns, make, do and execute, or cause and procure to be made, done, and executed, all such further and other lawful and reasonable conveyances and assurances in the law of the said premises, as by the said part of the third part, heirs or assigns, or their counsel in the law, shall be reasonably devised, advised and required.

PROVIDED ALWAYS, and it is hereby declared and agreed, that until default shall be made in payment of the said sum and interest on the days and times in the above proviso limited and appointed for the payment thereof, it shall be lawful for the said party of the first part, his heirs and assigns, peaceably and quietly to

hold and enjoy the said premises, and to receive and take the rents and profits to his and their own use and benefit, without the let, suit, hindrance or interruption of the said part of the third part, or any person or persons claiming, or to claim, by, from, or under

In Witness, &c.

Signed, Sealed, &c.

RECEIVED, on the day and year first above written, of and from the said part of the third part, the full sum of being the consideration money above mentioned.

Witness,

MORTGAGE IN FEE, WITH POWER OF SALE AND INSURANCE COVENANT.

THIS INDENTURE, made the day of A.D.
 18 , BETWEEN of the of in the
 county of and Province of. of
 the first part, the wife of the said part of
 the first part, of the second part and of the
 third part: WITNESSETH, that in consideration of the
 sum of this day paid to the said part of the first
 part by the said party of the third part (the receipt
 whereof the said part of the first part do hereby
 acknowledge), he the said part of the first part do
 hereby grant; and she the said party of the second part,
 for the purpose of releasing her right of Dower in the
 hereditaments and premises hereinafter described, and
 with the concurrence of the said part of the first part,
 doth hereby release unto the said part of the third
 part, heirs and assigns, All and singular th certain

parcel or tract of land and premises situate in the
Together with all houses, buildings, ways, lights, waters, water-courses, trees, woods, fences, rights, privileges, easements, advantages and appurtenances whatsoever, to the said hereditaments or any part thereof appertaining, or with the same or any part thereof held, used or enjoyed, or reputed as part thereof or appurtenant thereto, and all the estate and interest of the said part of the first part in the said premises : To hold the said premises unto the said part of the third part, heirs and assigns, to the use of the said part of the third part, heirs and assigns forever. Subject, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

Provided always, and it is hereby agreed and declared, that if the said part of the first part, heirs, executors, administrators or assigns, shall pay unto the said part of the third part, executors, administrators or assigns, the sum of together with interest for the same at the rate of six per cent. per annum, in manner and at the times following, that is to say : without any deduction, then these presents shall cease and be void to all intents and purposes whatsoever.

And the said part of the first part do hereby, for heirs, executors and administrators, covenant with the said part of the third part, executors and administrators, that the said part of the first part, heirs, executors or administrators, will pay to the said part of the third part, executors, administrators or assigns, the said sum of and interest, at the times and in manner hereinbefore appointed for payment thereof, without any deduction or abatement whatsoever,

according to the true intent and meaning of these presents.

And it is hereby declared, that if default shall be made in payment of the said principal money hereby secured, or any part thereof, or the interest thereof, or any part thereof, at the time hereinbefore appointed for the payment of the same, contrary to the true intent and meaning of the proviso and covenant hereinbefore in that behalf contained, then, and at any time thereafter, it shall and may be lawful for the said part of the third part, executors, administrators or assigns, either with or without the concurrence of the said part of the first part, heirs or assigns, to sell the said premises hereinbefore expressed to be hereby granted, or any part or parts thereof, either together or in parcels, and either by public auction or private contract, for such price as may appear reasonable; and to buy in or rescind any contract for sale, and re-sell, without being responsible for loss occasioned thereby; and to execute and do all such assurances and things for effectuating any such sale as or they shall think fit. Provided, nevertheless, that the said part of the third part, executors, administrators or assigns, shall not execute the power of sale hereinbefore contained until he or they shall have given to the said part of the first part, heirs, executors, administrators or assigns, or left at or their last place of abode in Upper Canada, or upon the said premises hereby granted, a notice in writing to pay off the moneys for the time being owing upon the security of these presents, and until default shall have been made in payment of the whole or any part of such moneys for four calendar months after giving or leaving such notice: Provided also, that upon any sale purporting to be made

in pursuance of the aforesaid power, no purchaser shall be bound to inquire whether the case mentioned in the clause lastly hereinbefore contained has happened, nor whether any money remains upon the security of these presents, nor as to the propriety or regularity of such sale; and notwithstanding any impropriety or irregularity whatsoever in any such sale, the same shall, as regards the purchaser or purchasers, be deemed to be within the aforesaid power, and be valid accordingly. And it is hereby declared, that the said part of the third part, executors, administrators or assigns, shall, out of the moneys arising from any sale in pursuance of the aforesaid power, in the first place, pay the expenses incurred on such sale or otherwise in relation to the premises; and, in the next place, apply such moneys in or towards the satisfaction of the said principal sum of

or so much thereof as shall then remain undischarged, and all interest then due in respect thereof, and all other moneys then owing upon the security of these presents, and then pay the surplus (if any) of the moneys to arise from such sale unto the said part of the first part, heirs or assigns; Provided always, that the said part of the third part, executors, administrators or assigns, shall not be answerable for any involuntary losses which may happen in the exercise of the aforesaid power and trusts, or any of them.

And the said part of the first part do hereby, for heirs, executors and administrators, covenant with the said part of the third part, heirs and assigns, that the said part of the first part now has power to grant all and singular the said premises unto and to the use of the said part of the third part, heirs and assigns, in manner aforesaid, and free from incum-

brancees; and that the said part of the first part, and heirs, and every other person lawfully or equitably claiming any estate or interest in the premises, will at all times, at the request of the said part of the third part, heirs, executors, administrators or assigns, but at the cost of the said part of the first part, heirs, executors or administrators, execute and do all such assurances and acts, for further or better assuring all or any of the said premises to the use of the said part of the third part, heirs and assigns, in manner aforesaid, as by him or them shall be reasonably required.

Provided lastly, and it is hereby declared and agreed, that until default shall be made in payment of the said principal money secured by these presents, or the interest thereof, or any part thereof respectively, contrary to the form and effect of the proviso and covenant for payment of the same hereinbefore contained, it shall be lawful for the said part of the first part, heirs or assigns, to hold and enjoy, and to receive the rents and profits of, the said hereditaments and premises, without any eviction, claim or demand whatsoever, from or by the said part of the third part, heirs or assigns, or from or by any person rightfully claiming under him or them.

In Witness, &c.

Signed, Sealed, &c.

RECEIPT.

RECEIVED, on the day of the date of this Mortgage, from the party thereto of the third part, the sum of being the full consideration money therein mentioned.

Witness;

COVENANT, *to be taken as part and parcel of the within Indenture of Mortgage, and to be treated and construed in all respects as if inserted therein.*

*The within named part of the first part, for heirs, executors and administrators, do hereby covenant to and with the within named part of the third part, executors, administrators and assigns, in manner following, that is to say, that the said part of the first part, executors, administrators and assigns, will, so long as any money shall remain on this present security, keep all the messuages and buildings upon the hereditaments and premises hereby granted insured against loss or damage by fire, in some reputable British or Canadian insurance office, to be approved of by the said part of the third part, executors, administrators or assigns, in the sum of at least, and will duly and punctually pay all premiums and sums of money necessary for such purpose, and will forthwith assign and deliver to the said part of the third part, executors, administrators and assigns, the policy or policies of such insurance and the receipt for every such payment. And also, that if default shall be made in keeping the said premises so insured, it shall be lawful for, but not incumbent on the said part of the third part, executors, administrators or assigns, out of or their own moneys, to insure and keep insured the said premises in any sum not exceeding and that the said part of the first part, executors, administrators or assigns, will repay to the said part of the third part, executors, administrators or assigns, all moneys expended for that purpose by or them, with interest thereon, at the rate aforesaid, from the time of the same respectively

having been advanced or paid, and that, until such repayment, the same shall be a further charge upon the said premises hereinbefore expressed to be hereby granted. And it is hereby declared that all sums of money to be received in respect of such policy or policies of insurance shall be received by the said part of the third part, executors, administrators or assigns, and be held by him or them IN TRUST, for better securing the repayment of the said principal money secured by these presents, and the interest thereof, and any moneys which shall have been paid or expended by him or them in and about such insurance and insurances, and interest thereon as aforesaid; and subject thereto, IN TRUST for the said part of the first part, executors, administrators and assigns.

In witness whereof the said part of the first part ha hereunto set hand and seal, this day of
A.D. 18 .

Signed, Sealed, &c.

STATUTORY MORTGAGE—P. S.

THIS INDENTURE, made (in duplicate) the day of A. D. 18 , in pursuance of the Act respecting Short Forms of Mortgages : BETWEEN
of the first part, wife of the said party
of the first part of the second part, and of the
third part, WITNESSETH, that in consideration of
of lawful money of Canada, now paid by the said mortgagee to the said mortgagor (the receipt whereof is hereby acknowledged) the said mortgagor do grant
and mortgage unto the said mortgagee heirs and
assigns for ever, All and singular, th certain parcel

or tract of land and premises situate lying and being PROVIDED this mortgage to be void on payment of of lawful money of Canada, with interest at per cent. per annum as follows : and taxes and performance of statute labor.

The said mortgagor Covenant with the said mortgagee that the mortgagor will pay the mortgage money and interest, and observe the above proviso. That the mortgagor ha a good title in fee simple to the said lands. And that he ha the right to convey the said lands to the said mortgagee . And that on default the mortgagee shall have quiet possession of the said lands, free from all incumbrances.

And that the said mortgagor will execute such further assurances of the said lands as may be requisite. And also that the said mortgagor will produce the title deeds enumerated and allow copies to be made at the expense of the mortgagee. And that the said mortgagor ha done no act to incumber the said lands. And that the said mortgagor will insure the buildings on the said lands to the amount of not less than dollars currency.

And the said mortgagor do release to the said mortgagee all claims upon the said lands, subject to the said proviso.

PROVIDED that the said mortgagee on default of payment for month may on notice, enter upon and lease or sell the said lands. Provided that the mortgagee may distrain for arrears of interest. Provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable. Provided that until default of pay-

ment the mortgagor shall have quiet possession of the said lands.

And the said party of the second part wife of the said party of the first part hereby bars her Dower in the said lands.

In Witness, &c.

Signed, Sealed, &c.

RECEIVED, on the date hereof, from the said mortgagor the sum of being the full consideration herein mentioned.

Witness,

MORTGAGE IN FEE, BY WAY OF FURTHER CHARGE.

THIS INDENTURE, made the day of A. D. 18 : BETWEEN A. B., of of the first part, and C. D. of of the second part ; WHEREAS by an indenture of mortgage bearing date the day of A. D. 18 , and made between the said A. B. of the first part his wife of the second part, and the said C. D. of the third part ; In consideration of the sum of then advanced, lent and paid by the said C. D. to the said A. B., he the said A. B. did grant unto the said C. D., his heirs and assigns for ever, all and singular that certain parcel or tract of land and premises situate, lying and being in the To hold unto the said C. D., his heirs and assigns, to and for his and their sole and only use for ever, subject to the proviso thereafter contained for redemption of the said premises on payment by the said A. B., his heirs, executors, administrators or assigns, unto the said C. D., his executors,

administrators or assigns, of the said sum of with interest thereon, at six per cent. per annum, at the times and in manner therein mentioned. And whereas the said wife of the said A. B., has since departed this life. And whereas the said principal sum of still remains due and owing to the said C. D., upon the security of the said indenture of mortgage, but all interest thereon hath been duly paid and satisfied up to the day of the date of these presents. And whereas the said A. B., having occasion for the further sum of hath applied to and requested the said C. D. to lend him the same, which he hath consented and agreed to do on having the repayment thereof, with interest, secured in manner hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement and in consideration of the sum of of lawful money of Canada, this day lent, advanced and paid by the said C. D., to the said A. B. (the receipt whereof the said A. B. doth hereby acknowledge and therefrom discharge the said C. D., his heirs, executors, administrators and assigns for ever, by these presents); He the said A. B. doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said C. D., his executors, administrators and assigns, that all and singular the said freehold messuages or tenements, land, hereditaments and premises comprised in and conveyed by the hereinbefore recited Indenture of Mortgage with the appurtenances, shall from henceforth stand and be charged and chargeable with, and be subject and liable to, and shall continue and remain vested in, the said C. D., his heirs and assigns, for securing the repayment as well of the said sum of with interest from the date hereof at the rate,

upon the times and in manner in the covenant of the said A. B., hereinafter contained, specified and set forth as of the said sum of and interest by the said Indenture of Mortgage secured and made payable, and that the said premises or any part thereof shall not be redeemed or redeemable at law or in equity (or otherwise) until full payment to the said C. D., his executors, administrators or assigns not only of the said principal sum of so lent and advanced and secured by the hereinbefore recited Indenture of Mortgage as aforesaid, and the interest to become due thereon respectively, but also of the said principal sum of this day lent advanced and paid as aforesaid, and the interest thereof, according to the covenant hereinafter contained, anything in the hereinbefore recited Indenture of Mortgage to the contrary thereof notwithstanding. And the said A. B., doth hereby for himself, his heirs, executors and administrators, further covenant promise and agree to and with said C. D., his executors administrators and assigns that he, the said A. B., his heirs, executors, administrators or assigns, shall and will on or before the day of which will be A. D. 18 well and truly pay or cause to be paid unto the said C. D., his executors, administrators or assigns, the said sum of together with interest thereon from the date hereof in the meantime, at the rate of six per cent. per annum, half yearly on the days of and until the said principal sum is fully paid and satisfied such interest to commence and be computed from the day of the date hereof and the first payment of interest to become due and be made on the day of next, without any deduction, defalcation or abatement thereout, for or in respect of any taxes, charges or assessments on the

said land and premises, the said sum of money, or the said party of the second part or otherwise howsoever. And it is hereby agreed and declared by and between the said parties hereto, that all and singular the trusts, powers, remedies and provisions by the hereinbefore recited Indenture of Mortgage, given to, or vested in, the said C. D., his heirs, executors, administrators or assigns, shall extend and be applicable to the securing and paying to the said C. D., his executors, administrators and assigns as well of the said sum of and interest, this day lent and advanced, as also of the said sum of and interest thereon as aforesaid. And further, that if default shall be made in payment of the said sum of and interest or any part thereof, at the times hereinbefore appointed for payment thereof, he the said A. B., and his heirs, and all persons claiming any interest in the said premises in trust for him or them, shall and will at the request of the said C. D., his executors, administrators or assigns, make, do, execute and perfect all such further acts and deeds for the better securing the repayment of the said principal sum of and interest, and for more effectually charging the said premises, with the repayment thereof, as by the said C. D., his executors, administrators or assigns, or his or their counsel in the law shall be reasonably devised, advised, or required. And the said A. B., lastly hereby covenants with the said C. D., to insure the said premises in the sum of and assign the policy of insurance in the manner upon the terms and subject to the provisions, conditions and stipulations in every respect in the said recited Indenture of mortgage, specified and set forth in lieu of the said sum of therein mentioned as to be insured upon the said

premises. In witness whereof the said parties hereto, have hereunto set their hands and seals.

Signed, Sealed, &c.

RECEIVED on the day of the date hereof, from the said C. D., the sum of being the full consideration above mentioned.

In presence of

MORTGAGE IN FEE TO BUILDING SOCIETY.

THIS INDENTURE, made in duplicate the day of
A.D. 18 in pursuance of the Act respecting short forms of mortgages.

BETWEEN of hereinafter called the
“Mortgagor,” of the first part :—

The Building and Savings Society, of the
second part; and wife of the party of the
first part, of the third part;

WHEREAS, the mortgagor is a member of the said Society, having subscribed for shares of its stock, which the said Society has agreed to advance to him on receiving this security therefor;

WITNESSETH, that the mortgagor in consideration of dollars, now paid by the said Society to him, doth grant and mortgage unto the said Society, their successors and assigns forever, All, &c.

To have and to hold, unto and to the use of the said Society, their successors and assigns forever;

The said party of the third part hereby bars her dower in the said lands.

PROVIDED this mortgage to be void on payment of
as follows: in monthly instalments of each

during the term of months and taxes and performance of statute labour.

And provided also the mortgagor, during the said term, pay to the said Society, all other monthly and other fees, bonuses or sums payable by him upon or in respect of said shares, or otherwise, according to the rules of said Society, and the covenants herein contained, or any or either of them.

The mortgagor covenants with the said Society, their successors and assigns, that he will pay the mortgage money, and observe the above proviso ;

That the mortgagor has a good title in fee simple to the said lands ;

And that he has the right to convey the said lands to the said Society ;

And that on default, the said Society shall have quiet possession of the said lands ; Free from all incumbrances ;

And that the said mortgagor will execute such further assurances of the said lands as may be requisite ;

And that the said mortgagor has done no act to incumber the said lands ;

And that the said mortgagor will insure the buildings on the said lands to the amount of not less than

Provided, that the said Society on default of payment for six months consecutively, of the said monthly instalments, may, without any notice, enter upon and lease or sell the said lands for cash or upon credit.

Provided, that in default of the payment of the said monthly instalments for six months consecutively, the whole of the remaining instalments shall thereupon immediately become due and payable.

And the said mortgagor covenants with the said

Society, their successors and assigns, to pay all fines, fees, charges and bonuses which shall or may become chargeable to, or payable by him in respect of the said shares, or of the non-payment by him of any of the said instalments according to the rules of the said Society; and that he will well and truly observe and obey the rules of the said Society thereafter; and in case of default in payment of such instalments for six consecutive months, will forthwith thereafter pay the balance of the sum of then unpaid;

And the said mortgagor doth release to the said Society all his claims upon the said lands, subject to the said proviso.

Provided, that until default of payment, the mortgagor shall have quiet possession of the said lands.

In Witness, &c.

Signed, Sealed, &c.

RECEIVED, the sum of dollars.

Witness,

MORTGAGE TO BUILDING SOCIETY.

(Covenant not to sue upon.)

THIS INDENTURE, made the day of A.D. 18 , BETWEEN A. B. &c., Trustees of the Building Society of the one part and C. D. of of the other part.

WHEREAS by Indenture bearing date the day of A.D. 18 , and made between and the said C. D. of the part; All and singular that certain parcel or tract of land and premises situate, lying and

being was granted, bargained, sold and conveyed to the said heirs and assigns for ever.

AND WHEREAS by Indenture of mortgage dated the day of A.D. 18 , and made between the said C. D. of the one part and the said A. B. &c., Trustees of the Benefit Building and Investment Society of the other part, the ground messuages and premises comprised in and conveyed by the said hereinbefore recited Indenture, were conveyed to the said Trustees, their successors and assigns for ever; but upon the trusts and subject to the provisoes therein contained, being trusts and provisions for securing the due and regular payment by the said C. D., his heirs, executors, administrators and assigns of all subscription moneys, fines, and other payments due and to become due and payable to the said Society on or in respect of the shares of the said C. D. in the said Society, (which in the now reciting Indenture of mortgage are stated to have been advanced to him immediately before the execution thereof), or otherwise as a member of the said Society by the said C. D., his heirs, executors, administrators and assigns.

And whereas the shares of the said C. D. in the said Society have been transferred to E. F. of gentleman, and the messuages and premises comprised in and conveyed by the said firstly hereinbefore recited Indenture have been by Indenture bearing date the day of A.D. 18 , conveyed unto the said E. F., his heirs and assigns for ever subject to the said hereinbefore recited Indenture of mortgage of the day of A. D. 18 , and the security thereby made and the payments of the moneys and observance of the rules of the said Society thereby secured.

And whereas the said E. F., in compliance with the

rules of the said Society in that behalf, upon the transfer of the said shares to him, entered into a covenant with the said Trustees for the payment of all subscriptions and other payments to become due to the said Society in respect of the said shares so transferred, and to observe the rules of the said Society and the covenants on the part of the said C. D., contained in the said hereinbefore recited Indenture of mortgage of the day of A.D. 18 . And whereas the said C. D. hath requested the said A. B., &c., Trustees of the

Building Society, in compliance with the rules of the said Society, to release him from all liability under the hereinbefore recited Indenture of mortgage of the day of A.D. 18 , and they have accordingly agreed to enter into the covenant hereinafter contained.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement and in consideration of the premises, and in compliance with the rules of the said Society, the said A. B., &c., as such Trustees as aforesaid, do hereby for themselves, their successors and assigns, covenant and declare, with and to the said C. D., his heirs, executors, and administrators, That they, the said A. B., &c., Trustees of the said Building Society, their successors or assigns, shall not nor will at any time or times hereafter commence or prosecute against the said C. D. or his heirs, executors or administrators, (in respect of his estate) any action, suit, or other proceeding at law or in equity for or in respect of the breach or non-performance of the covenants on the part of the said C. D., his heirs, executors, administrators or assigns, contained in the said hereinbefore recited Indenture of mortgage of the day of A.D. 18 , or any of them, but nothing herein con-

tained shall be construed as releasing the said E. F. (as such purchaser as aforesaid), his heirs, executors, administrators and assigns, from the performance of the said covenants, or as in any way prejudicing or affecting the exercise of all the trusts, powers, and authorities contained in the said Indenture of mortgage, in like manner as if this Indenture had never been made or executed.

In Witness, &c.

Signed, Sealed, &c.

MORTGAGE OF A LIFE POLICY.

THIS INDENTURE, made the day of A.D. 18 ,
 BETWEEN of hereinafter called the
 mortgagor, of the one part, and of
 hereinafter called the mortgagee, of the other part, in
 consideration of paid by the said mortgagee to the
 said mortgagor, WITNESSETH as follows :

1. The said mortgagor covenants, that he, his heirs, executors or administrators, will, on the day of
 pay to the said mortgagee, his executors, administrators or assigns, the said sum of with interest at the rate of per cent. per annum.

2. For the consideration aforesaid, the said mortgagor assigns to the said mortgagee, his executors and administrators, a policy granted to the said mortgagor, on the
 day of by the Company, and numbered
 with all moneys ultimately payable thereon, and with power to the said mortgagee, his executors, administrators and assigns, and his and their substitute and substitutes, to recover and give receipts for the premises

in the name or names of the said mortgagor, his executors or administrators.

3. Provided, that if the foregoing covenant shall be satisfied, the said mortgagor, his heirs, executors, administrators and assigns, shall be entitled, at his or their respective costs, to a re-assignment of the premises hereby assigned.

4. The said mortgagor, for himself, his heirs, executors and administrators, covenants with the said mortgagee, his executors, administrators and assigns, that he the said mortgagor is entitled to execute this assignment of the premises, free from incumbrances, and that he and all necessary parties will, at the cost of his estate, do all acts required for perfecting such assignment, and effecting the recovery of the premises.

5. The holder or holders of this security may sell or surrender to the said Company the said policy or any policies effected in lieu thereof, as hereinafter mentioned, dealing with the same, as regards the purchaser's protection, as absolute owners thereof.

6. The said mortgagor, for himself, his heirs, executors and administrators, covenants with the said mortgagee, his executors, administrators and assigns, that he the said mortgagor, his heirs, executors and administrators, will pay interest after the rate aforesaid on all principal sums continuing secured hereon by two equal half-yearly payments, on the day of and the day of and will pay the premiums on the said policy when due, and will do or suffer nothing whereby the same may become void, voidable or lapsed; and in any such event will, at his own costs, do all acts required to enable a policy in lieu thereof to be effected: And will repay to the said mortgagee, his executors, administra-

tors or assigns, on demand, with interest at the rate aforesaid, all costs, charges and expenses incurred by him or them for effecting and keeping up the said policy or any policy substituted for the same as aforesaid.

7. Provided, that all the covenants herein contained shall apply to any such substituted policy or policies in the same manner as to the premises hereby assigned.

In Witness, &c.

Signed, &c.

MORTGAGE BOND.

KNOW ALL MEN BY THESE PRESENTS, that I,
of the of in the county of and
Province of am held and firmly bound to
both of the city of Toronto, in the county of York,
and Province aforesaid, Esquires, in the sum of
of lawful money of Canada, to be paid to the said
or to their certain attorney, executors,
administrators or assigns; for the payment of which
sum, to be well and truly made, I bind myself, my heirs,
executors and administrators, firmly by these presents,
Sealed with my seal, dated this day of A.D. 18 .

Whereas, by Indenture of Mortgage, dated on or
about the day of A.D. 18 , and made between
of the one part, and the said

Trustees as therein mentioned, of the other part, the
said for the consideration therein mentioned,
did covenant with the said their executors
and administrators, that he the said his heirs,
executors or administrators, would pay unto the said
or the survivor of them, or the executors
or administrators of such survivor, their or his assigns,

or to the trustees or trustee for the time being of the said Mortgage, the sum of on the day of A.D. 18 , with interest for the same after the rate of eight per cent. per annum, half-yearly in advance, on the first day of April and October in each year.

And whereas, before the execution of the said Mortgage, the said did require the said and the said did then agree to become personally bound for the due payment of the said interest:

Now the condition of this obligation is such, that if the said his heirs, executors or administrators, should from time to time and at all times hereafter, during the continuance of the said Mortgage, well and truly pay all interest moneys by the said Mortgage secured at the days and times and in manner by the said Mortgage appointed for payment thereof, then this Obligation to be void, otherwise to remain in full force and virtue.

Signed, Sealed, &c.

MORTGAGE OF LEASE.

THIS INDENTURE, made the day of A.D. 18 , BETWEEN of the first part; and of the second part.

WHEREAS, by an Indenture of lease, bearing date on or about the day of A.D. 18 , and made between the said lessor therein named did demise and lease unto the said lessee therein named, executors, administrators and assigns, All and singular, th certain parcel or tract of land and premises, situate, lying and being in the

To hold the same, with the appurtenances, unto the said lessee executors, administrators, and assigns, from the day of A.D. 18 , for and during the term of years from thence next ensuing, and fully to be completed and ended, at the yearly rent of and under, and subject to the lessee's covenants and agreements in the said Indenture of lease reserved and contained.

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of of lawful money of Canada, now paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part do hereby grant, bargain, sell, assign, transfer and set over unto the said part of the second part, executors, administrators and assigns, All and singular the said parcel or tract of land, and all other the premises comprised in, and demised by, the said hereinbefore in part recited Indenture of lease, together with the said Indenture of lease, and all benefit and advantage to be had or derived therefrom; To have and to hold the same, together with all houses and other buildings, easements, privileges, and appurtenances thereunto belonging, or in anywise appertaining unto the said part of the second part, executors, administrators, and assigns, from henceforth for and during all the residue of the said term, granted by the said indenture of lease and for all other, the estate, term, right of renewal (if any), and other the interest of the said part of the first part therein, subject to the payment of the rent and the observance and performance of the lessee's covenants and agreements in the said Indenture of lease reserved and contained.

PROVIDED ALWAYS, that if the said part of the first part heirs, executors, or administrators, do, and shall well and truly pay, or cause to be paid unto the said part of the second part, executors, administrators, or assigns, the full sum of with interest for the same, at per cent. per annum, on the days and times and in manner following, that is to say : without making any deduction, defalcation, or abatement thereout, on any account whatsoever, then these presents, and every clause, covenant, matter and thing herein contained shall cease, determine, and be absolutely void to all intents and purposes whatsoever, as if the same had never been executed.

And the said part of the first part do hereby, for heirs, executors and administrators, covenant, promise and agree, to and with the said part of the second part, executors, administrators and assigns, in manner following, that is to say :

That the said part of the first part, heirs, executors and administrators, or some or one of them, shall and will well and truly pay, or cause to be paid, unto the said part of the second part, executors, administrators, or assigns, the said principal sum and interest in the above proviso mentioned, at the times and in manner hereinbefore appointed for payment thereof, without any deduction or abatement whatsoever, and according to the true intent and meaning of these presents.

And that the said hereinbefore in part recited Indenture of Lease is, at the time of the sealing and delivery of these presents, a good, valid, and subsisting lease in the law, and not surrendered, forfeited, or become void or voidable ; and that the rent and covenants therein

reserved and contained, have been duly paid and performed by the said part of the first part up to the day of the date hereof.

And that the said part of the first part now ha in good right, full power, and lawful and absolute authority to assign the said lands and premises, in manner aforesaid, and according to the true intent and meaning of these presents.

And that in case of default in payment of the said principal money or interest, or any part thereof, contrary to the proviso and covenant aforesaid, it shall be lawful for the said part of the second part, executors, administrators, and assigns, to enter into and upon and hold and enjoy the said premises for the residue of the term granted by the said Indenture of Lease, and any renewal thereof (if any) for their own use and benefit, without the let, suit, hindrance, interruption, or denial of the said part of the first part, executors, administrators, or assigns, or any other persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise, by, and at the expense of the said part of the first part, heirs, executors, and administrators, well and effectually saved, defended, and kept harmless, of, from, and against all former and other gifts, grants, bargains, sales, leases, and other incumbrances whatsoever.

And that the said part of the first part, heirs, executors, administrators, and assigns, and all other persons claiming any interest in the said premises, shall and will, from time to time, and at all times hereafter, so long as the said principal sum or any part thereof shall remain due and owing on this security, at the request and costs of the said part of the second part,

executors, administrators, or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all such further assignments and assurances in the law of the said premises for more effectually assigning and assuring the said premises for the residue of the said term, and any renewal thereof (if any) subject to the proviso aforesaid, as by the said part of the second part executors, administrators, or assigns, or Counsel in the Law shall be reasonably advised or required.

And that the said part of the first part, executors, administrators, or assigns, shall and will, from time to time, until default in payment of the said principal sum or the interest thereof, and until the said part of the second part shall enter into possession of the said premises as aforesaid, well and truly pay, or cause to be paid, the said yearly rent by the said Indenture of Lease reserved, and all taxes payable on the said premises, and perform and keep all the lessee's covenants and agreements in the said lease contained, and indemnify, and save harmless the said part of the second part therefrom, and from all loss, costs, charges, damages, and expenses in respect thereof.

And, also, shall and will, from time to time, and at all times hereafter, so long as the said principal money and interest, or any part thereof shall remain due on this security, insure and keep insured, the buildings erected or to be erected on the land hereby assigned, or any part thereof, against loss or damage by fire, in some one of the public Fire Insurance offices (English or Canadian), in the full amount hereby secured, at the least; and, at the expense of the said part of the first part, immediately assign the policy, and all benefit thereof,

to the said part of the second part executors, administrators, and assigns, as additional security for the payment of the principal money and interest hereby secured; and that in default of such insurance, it shall be lawful for the said part of the second part executors, administrators, or assigns, to effect the same, and the premium or premiums paid therefor, shall be a charge or lien on the said premises hereby assigned, which shall not be redeemed or redeemable until payment thereof, in addition to the said principal money and interest as aforesaid.

Provided lastly, that until default in payment of the said principal money and interest hereby secured, it shall be lawful for the said part of the first part executors, administrators, or assigns, to hold, occupy, possess, and enjoy the said lands and premises hereby assigned, with the appurtenances, without any molestation interruption, or disturbance, of, from, or by the said part of the second part executors, administrators, or assigns, or any person or persons claiming, or to claim, by, from, through, under, or in trust for him, them, or any of them.

In Witness, &c.

Signed, Sealed, &c.

RECEIVED on the date hereof, the sum of being the full consideration above mentioned.

In presence of



NOTARIAL CERTIFICATES, &c.

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, Mayor of the City of in the of
do hereby certify, that on the day of the date

hereof, personally came and appeared before me the deponent named in the Affidavit hereunto annexed, being a person well-known and worthy of credit, and by solemn oath, which he then took before me, in due form of law, did solemnly and sincerely depose to be true the several matters and things mentioned and contained in the said Affidavit.

In faith and testimony whereof, I the said Mayor have hereunto signed my name, and caused the Corporate Seal of the said City of _____ to be put and affixed.

Dated at _____ aforesaid, the _____ day of _____ A.D. 18 ____.

(Signed)

Mayor of the said City of

To WIT : } On this _____ day of _____ A. D. 18 ____ ,
 } came and appeared before me
 of _____ within named who being duly sworn, maketh
 oath and saith as follows :—

1. I was personally present and saw _____ of _____ within mentioned duly execute, sign, seal, and deliver the within paper writing or _____ as his act and deed.

2. I am a subscribing witness to the due execution of the said paper writing, or _____ by the said _____

3. The name “ _____ ” set and subscribed thereto as a witness attesting such execution is of the proper handwriting of me, this deponent

Sworn before me at the Mansion House, in the City of _____ this _____ day of _____ A. D. 18 ____.

Mayor of the said City of

NOTARIAL CERTIFICATES (*continued*).

TO ALL TO WHOM THESE PRESENTS SHALL COME :

I, of the of in the County of and Province of Ontario, Notary Public, by Royal authority duly appointed, Do hereby certify that I was personally present on the day of A. D. 18 , at the of aforesaid, and did see the person named in the paper writing, or hereunto annexed, duly execute, sign, seal, and deliver the same as his act and deed for the purposes therein mentioned. And that the name thereto set and subscribed as the party executing the same is of the proper handwriting of the said the grantor therein named. And that the names and thereto subscribed as the witnesses thereto, are of the respective proper handwriting of of and of me, this deponent. And that the said is personally known to me.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal of office at my Chambers in the of aforesaid, this day of A. D. 18 .

Notary Public.

I, of in the County of and Province of Ontario, a Notary Public by Royal authority, duly commissioned, do hereby certify that on this day of A. D. 18 , personally came and appeared of the said City of the deponent named in the foregoing affidavit, and did then and there before the Mayor and Chief Magistrate of the said state and depose to be true, the several matters and things mentioned and contained in the said affidavit. And I do hereby further certify that

I am one of the witnesses to the execution of the foregoing [] by the said [] and that the same was executed as it purports to have been.

In testimony whereof, I have hereunto set my hand and seal of office this day of A. D. 18 .

NOTICE OF EXERCISING POWER OF SALE.

To A. B. of in the County of yeoman :

WE HEREBY GIVE YOU NOTICE, that we demand payment of the sum of and interest due on the day of A.D. 18 , under an indenture of mortgage bearing date the day of A.D. 18 , made between the above named and his wife (a party thereto for the purpose of barring dower) of the one part, and us the undersigned of the other part, on all and singular that certain parcel or tract of land and premises situate, lying and being in the for securing the sum of and interest thereon from the day of A. D. 18 , at the rate of per cent. per annum.

AND TAKE NOTICE, that under the provisions contained in that behalf in the said indenture of mortgage, if calendar months after the service upon the said of this notice, the said sum of or any part thereof shall remain unpaid, we shall without any further consent from the said his heirs or assigns, proceed to sell said lands and hereditaments thereby granted and conveyed, or any part or parts thereof, either together or in parcels and either by public auction or private contract, or partly by public auction and partly by private contract, as we may deem advisable and either for ready money or upon such terms of credit as

we may think fit. And that we may buy in or rescind or vary any contract for sale of the said premises or re-sell the same without being responsible for any loss occasioned thereby. And for the purposes aforesaid that we shall execute and do all such assurances and things as we may think fit in that behalf.

Witness our hands this day of A. D. 18 .

Signed, Sealed, &c.

NOTICE OF PROTEST.

To

day of 18 .

TAKE NOTICE, that a dated on the day of
 18 for the sum of by payable after
 the date thereof, at and endorsed by
 was this day presented by me for payment at the
 said and that payment thereof was refused;
 And that the holder of the said look to
 you for payment thereof. And also take notice, that
 the same was this day protested by me for non-payment,
 Your obedient Servant,

Notary Public.

NOTICE TO QUIT BY LANDLORD.

To OR WHOM ELSE IT MAY CONCERN :

I hereby give you notice to quit and deliver up on
 or before the day of 18 the peaceable and
 quiet possession of the premises you now hold of me
 with the appurtenances, situate in the County
 of in the Province of

Dated this day of A. D. 18 .

Yours, &c.,

Witness ;

NOTICE TO QUIT BY TENANT.

To Esq.

I hereby give you notice that it is my intention to quit and deliver up to you, on or before the day of
 18 the peaceable and quiet possession of the premises now held by me, with the appurtenances, situate at in the township of in the County of in this Province.

Dated this day of A. D. 18 .

Yours, &c.,

Witness :

 PARTNERSHIP DEED.

ARTICLES OF AGREEMENT, made the day of
 A.D. 18 , BETWEEN

Whereas the said parties hereto respectively are desirous of entering into a co-partnership, in the business of at for the term, and subject to the stipulations, hereinafter expressed :

Now, THEREFORE, THESE PRESENTS WITNESS, that each of them, the said parties hereto respectively, for himself, his heirs, executors and administrators, hereby covenants with the other of them, his executors and administrators, in manner following, that is to say :

1. That the said parties hereto respectively shall henceforth be, and continue partners together in the said business of for the full term of to be computed from the day of A.D. 18 if the said partners shall so long live, subject to the provisions hereinafter contained, for determining the said partnership.

2. That the said business shall be carried on under the firm of .

3. That the said partners shall be entitled to the profits of the said business, in the proportions following, that is to say: . And that all losses in the said business shall be borne by them in the same proportions (unless the same shall be occasioned by the wilful neglect, or default of either of the said partners, in which case the same shall be made good by the partner through whose neglect the same shall arise).

4. That the said partners, shall each be at liberty, from time to time, during the said partnership, to draw out of the said business, weekly, any sum or sums, not exceeding for each the sum of . per annum, such sums to be duly charged to each of them respectively, and no greater amount to be drawn by either of the said partners, except by mutual consent.

5. That all rents, taxes, salaries, wages, and other outgoings, and expenses incurred in respect of the said business, shall be paid and borne out of the profits of the said business.

6. That the said partners shall keep, or cause to be kept, proper and correct books of account, of all the partnership monies received and paid, and all business transacted on partnership account, and of all other matters of which accounts ought to be kept, according to the usual and regular course of the said business, which said books shall be open to the inspection of both partners, or their legal representatives. A general balance or statement of the said accounts, stock in trade, and business, and of accounts between the said partners shall be made, and taken on the . day of . in each year of the said term, and oftener, if required.

7. That the said partners shall be true and just to each other in all matters of the said co-partnership, and shall at all times, during the continuance thereof, diligently and faithfully employ themselves respectively, in the conduct and concerns of the said business, and devote their whole time exclusively thereto, and either of them shall not transact or be engaged in any other business or trade whatsoever : And the said partners, or either of them, during the continuance of the said co-partnership, shall not, either in the name of the said partnership, or individually, in their own names, draw or accept any bill or bills, promissory note or notes, or become bail, or surety, for any person or persons, or knowingly or wilfully do, commit, or permit any act, matter, or thing by which, or by means of which, the said partnership monies or effects, shall be seized, attached, or taken in execution ; and in case either partner shall fail or make default in the performance of any of the agreements or articles of the said partnership, in so far as the same is or are to be observed by him, then the other partner shall represent in writing to such partner offending, in what he may be so in default ; and in case the same shall not be rectified by a time to be specified for that purpose by the partner so representing the said partnership shall thereupon at once, or at any other time to be so specified as aforesaid, by the partner offended against, be dissolved and determined accordingly.

8. That in case either of the said partners shall die before the expiration of the term of the said co-partnership, then the surviving partner shall, within six calendar months after such decease, settle and adjust with the representatives of such deceased partner all

accounts, matters, and things relating to the said co-partnership, and that the said survivor shall continue to carry on thenceforth, for his sole benefit, the said co-partnership business.

In Witness, &c.

Signed, Sealed, &c.

• PARTNERSHIP DEED.

(*Another Form.*)

THIS INDENTURE, made this day of A. D.
18 . BETWEEN A. B. of and C. D. of

1. The said parties agree to enter into partnership as under the firm of B. and D. for years, from the date hereof, or until the partnership is determined by either party giving to the other a three months' notice in writing, ending with a current year of the partnership.

2. The partnership business is to be carried on in convenient premises to be taken for the purpose at

3. The partnership capital is to consist of the sum of to be contributed equally by the partners, and lodged on or before the day of to their joint account at the bank of and of the property, credits, and stock in trade of the firm for the time being.

4. Each partner may draw a week on account of his profits, but if, at the periodical taking of accounts hereinafter mentioned, either partner has drawn out during the past year a sum exceeding the profits to which he shall be entitled, he shall repay the surplus to the partnership.

5. Neither party shall sign any promissory note or bill (other than a draft on a banker), in the name of the firm in the common course of business; nor shall, give credit after warning from his co-partner; nor shall without his written consent, borrow money, or compound debts, or become surety, or bail, or enter into a contract for more than or engage a servant to the firm, or take an apprentice, or engage in any other business.

6. Any engagement or liability entered into by either partner in contravention of the above clause, is to be at his exclusive risk, and the firm is to be indemnified out of his separate property.

7. Accounts shall be kept in books of all partnership transactions, and such books, together with all other documents connected with partnership business, shall be kept at the principal place of business, and be accessible to each partner.

8. On the first day of every year an account shall be taken of the partnership property, stock, credits and liabilities, and the sum found to be due to each partner shall be carried to his separate account.

9. On the taking of such accounts, they shall be entered, together with the valuation of the stock, in the partnership books, and each partner shall have a copy or abstract signed by both partners, and shall be bound thereby, unless within a year some manifest error be found therein, in which case it shall be rectified.

10. On the expiration or other determination of the said partnership, a full written account shall be taken of all the partnership property, stock, credits, and liabilities, and a written valuation shall be made of all that is capable of valuation, and such account and valu-

ation shall be settled, and provision shall be made for the payment of the liabilities of the partnership, and the balance of such property, stock, and credits shall be divided equally between the partners, and each shall execute to the other proper releases and proper instruments for vesting in the other, and enabling him to get in such property, stock and credits.

11. If either partner shall die before the first day of January next, his executors and administrators shall be entitled to the share of the capital brought in by him, together with per cent. interest in lieu of profits.

12. If either party shall die after the said day, and during the continuance of the partnership, his executors and administrators shall be entitled to the value of the share of the partnership property, stock and credits, to which the deceased partner would have been entitled on the first day of January last preceding his death, together with per cent. interest from that day in lieu of profits, and the surviving partner shall secure such sum by a bond in double the amount conditioned for the payment of such sum in twelve months.

13. The surviving partner, his executors and administrators, shall execute a proper instrument indemnifying the executors and administrators of the deceased partner and his estate from all the liabilities of the partnership; and the executors and administrators of the deceased partner shall release and assign to the surviving partner, his executors and administrators, all their interest in the property, stock and credits of the partnership, and shall empower him or them to get in and recover the same.

14. If either party shall be guilty of a breach or non-observance of the fifth and seventh clauses above contained, the other, within three calendar months after

such event shall have become known to him, may dissolve the partnership, by notice in writing declaring the same to be dissolved from the date of such notice, and the partnership shall thereupon cease and determine, and the partner to whom such notice shall be given, shall be considered as quitting the business for the benefit of the partner giving such notice.

15. If, at any time during the subsistence of the partnership, or after its determination, any dispute shall arise between the partners, or between either of them, and the executors or administrators of the other, or between their respective executors or administrators, concerning any matter relating to the partnership, the same shall be referred to the award of such person as shall be appointed for that purpose by the parties within thirty days after such dispute shall arise, and such reference may be made a rule of Court.

In Witness, &c.

Signed, Sealed, &c.



DISSOLUTION OF PARTNERSHIP.

THIS INDENTURE, made the day of A.D. 18 ,
BETWEEN A. B. of , and C. D. of

Whereas it has been agreed to dissolve the partnership heretofore carried on by the said parties hereto, under articles dated the day of . Now this Indenture witnesseth as follows :

1. In consideration of one moiety of the profits of such business up to the day of last, having been received by the said A. B., and of secured to him by a bond bearing even date herewith of the said C. D., being the value of the share of the said A. B. in the

property, stock and credits of the partnership, and also in consideration of an indemnity against the partnership liabilities, by a bond, bearing even date herewith, of the said C. D., indemnifying the said A. B. against the partnership liabilities, the said A. B. assigns and releases all his interest in the property, lease, stock, credits and business of the partnership to the said C. D., his executors, administrators and assigns, with power in the name of the said A. B., his executors and administrators, to recover and give receipts for the same premises.

2. The said C. D., for himself, his heirs, executors and administrators, covenants with the said A. B., that the said C. D., his heirs, executors and administrators, will discharge and keep indemnified the said A. B., his heirs, executors and administrators, against all the liabilities specified in the schedule hereto, but so that this covenant shall not be enforced so long as the said A. B., his heirs, executors and administrators, are kept so indemnified as aforesaid.

3. Each of the parties hereto releases the other of them, his heirs, executors and administrators, from all claims in respect of the said partnership, and the articles constituting the same, preserving, nevertheless, in full force and effect the said bonds of the said C. D.

In Witness, &c.

Signed, &c.

BOND SECURING TO OUT-GOING PARTNER THE
PAYMENT FOR HIS SHARE.

KNOW ALL MEN BY THESE PRESENTS, that I, C. D., of
my heirs, executors and administrators, am
firmly bound to A. B., of his executors, admini-
strators and assigns, for the payment to him or them of
the penal sum of currency.

Dated this day of A.D. 18 .

The above-written obligation is conditioned to be void if the above-bounden C. D., his heirs, executors or administrators, shall pay to the said A. B., his executors, administrators or assigns, the sum of on the day of and the sum of on the day of A.D. 18 .

Signed, &c.

BOND INDEMNIFYING OUT-GOING PARTNER AGAINST PARTNERSHIP LIABILITIES.

KNOW ALL MEN BY THESE PRESENTS, that I, C. D., of my heirs, executors and administrators, am firmly bound unto A. B., of his executors, administrators and assigns, for the payment to him or them of the penal sum of currency.

Dated the day of A.D. 18 .

The above-written Obligation is conditioned to be void if the said C. D., his heirs, executors or administrators, shall keep the said A. B., his executors and administrators, indemnified from all debts and liabilities of the said A. B. and C. D., which, up to the date of the said obligation, shall have arisen out of the partnership between the said A. B. and C. D., in the business of heretofore carried on by them.

Signed, &c.

DISSOLUTION OF PARTNERSHIP.

(*Another Form.*)

WE, the undersigned, do hereby mutually agree that the partnership heretofore subsisting between us as under the within articles of co-partnership, be, and

the same is hereby, dissolved, except for the purpose of the final liquidation and settlement of the business thereof; and upon such settlement wholly to cease and determine.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this day of A. D. 18 .

Signed, Sealed, &c.

NOTICE OF DISSOLUTION.

NOTICE is hereby given that the partnership heretofore subsisting between us, the undersigned, as in the City of has been this day dissolved by mutual consent. All debts owing to the said partnership are to be paid to at aforesaid, and all claims against the said partnership are to be presented to the said by whom the same will be settled.

Dated at this day of A. D. 18 .

Witness,

PARTY WALL: AGREEMENT RESPECTING A.

THIS AGREEMENT, made this day of A. D. 18 , between D. L. of the City of Toronto, merchant, of the first part, and P. S. of the said city, merchant, of the second part. Whereas the said D. L. is the owner in fee of the lot and store known as number 90 in street, in the City of Toronto, and the said P. S. the owner in fee of the lot known as number 92 in street, aforesaid, immediately adjoining to, and on the southerly side of said lot and store number 90, on which lot of the said P. S. he is about to erect a brick store. And whereas it has been agreed by and

between the said parties, that the said P. S., in erecting his said store, shall make use of the gable end wall of the said store of the said D. L. immediately contiguous to and adjoining the said lot of the said P. S., as a party wall, upon the terms, conditions and considerations hereinafter mentioned, the said gable end wall of the said D. L. so to be used as a party wall, standing and being entirely on the said lot of the said D. L. Now therefore this agreement witnesseth that the said D. L., for and in consideration of the sum of dollars to him in hand paid by the said P. S., at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth for himself, his heirs, executors, administrators and assigns, covenant, grant, promise and agree to and with the said P. S., his heirs, executors, administrators and assigns, for ever; That he, the said P. S., his heirs and assigns, shall and may in erecting and building the said store upon the said lot of the said P. S., freely and lawfully, but in a workmanlike manner, and without any interruption, molestation, or hindrance of or from the said D. L., his heirs, or assigns, make use of the said gable end wall of the said store of the said D. L., immediately adjoining or contiguous to the said lot of the said P. S., or such parts and so much thereof, as he the said P. S. his heirs or assigns, may choose as a party wall. And further, that should the said wall, hereby made a party wall, be at any future time or times injured or destroyed, either by decay, lapse of time, fire, accident, or other cause whatever, so as to require to be either repaired or rebuilt in whole or in part, then and in every such case, the said D. L. and the said P. S. by these presents, for themselves respectively, and their

respective heirs and assigns for ever, mutually covenant and agree to and with each other and their respective heirs and assigns forever, that such reparation or rebuilding, as the case may be, shall be at the mutual joint and equal expense of them the said D. L. and P. S. their respective heirs and assigns forever; as to so much and such parts of the said wall as shall be used by the said P. S. his heirs and assigns, in erecting and building the said store, which he is now about erecting on his said lot, and as to all coping of the said gable end, whether such coping be used by the said P. S., his heirs or assigns, in erecting and building the said store or not, and as to the residue of the said wall not used by the said P. S., his heirs or assigns, in erecting and building the said store, such reparation or rebuilding of such residue of the said wall shall be at the sole and separate expense of the said D. L., his heirs or assigns forever; and that in every case of such reparation or rebuilding, should the same be necessary and proper, and either party, his heirs or assigns request the other to unite in the same, and to contribute to the expense thereof, according to the true intent and meaning of this agreement, then the other party, his heirs or assigns forever, may cause such reparation or re-building to be made and done, and charge the other party, his heirs and assigns forever, with the proportion of the expenses, costs, and charges thereof, according to the true intent and meaning of this agreement: and that in every case of such reparation or rebuilding, as the case may be, such repairs shall restore the said wall to the state and condition in which it now is, in all respects as nearly as may be; and that in every case of rebuilding, such wall shall be rebuilt upon the same spot on which it now stands, and be of

the same size and the same materials, as far as they may go, and as to the deficiency with others of the same quality and goodness, and in all respects shall be made of the same quality and goodness as the present wall. It being further in like manner mutually understood and agreed by and between the said parties, that this agreement shall be perpetual, and run with the land, and be obligatory upon the heirs and assigns of the said parties respectively, forever, and in all cases and on all occasions, shall be construed as a covenant running with the land : but that this agreement shall not have the effect or operation of conveying to the said P. S., his heirs, or assigns, the fee simple of the one moiety or any other part of the ground or land on which the said wall now stands, but only the right to the use and benefit of the said wall as a party wall forever.

In Witness, &c.

Signed, Sealed, &c.

PATENT RIGHTS.

PETITION FOR PATENT.

To His Excellency the Right Honorable, &c. &c. &c.:

THE HUMBLE PETITION of of &c.,
SHEWETH :

That your petitioner has invented a new and improved
which he truly believes has not been known
or used in prior to the invention thereof by
your petitioner, and that the same is not now in public
use or on sale in the said with your petitioner's
consent and allowance.

Your petitioner, therefore, humbly prays that letters
patent under the great seal of may issue to

your petitioner, granting to him, his heirs, lawful representatives and assigns, for the period of fourteen years, the full and exclusive right and liberty of making, constructing, using and vending to others to be used, the said invention.

And your petitioner will ever pray, &c.

SPECIFICATION.

TO ALL WHOM IT MAY CONCERN :

Be it known that I, _____ of _____ have invented a new and useful _____ [*stating the use and title of the machine ; and if the application is for an improvement, it should read thus: "a new and useful improvement on a (or, on the) _____ &c."*]; and I do hereby declare that the following is a full, clear and exact description of the construction and operation of the same; reference being had to the annexed drawings, making a part of this specification, in which figure 1 is, &c. [*describing all the sections of the drawings, and referring to the parts by letters. Then should follow the description of the construction and operation of the machine, &c., and the principle upon which it is formed, and the several modes in which the inventor has contemplated the application of that principle or character by which it may be distinguished from other inventions; and, lastly, the claim, which should express the nature and character of the invention, and identify the parts claimed separately or in combination. If the specification is for an improvement, the original invention thereof should be disclaimed, and the claim confined to the improvement.*]

Witness my hand, this _____ day of _____ A. D. 18 ____ .

To His Excellency the Right Honorable, &c. &c. &c.:

That your petitioner has invented or produced a new and original design for (*as the case may be*) which he truly believes has not been known or used in prior to the invention thereof by your petitioner.

And your petitioner will ever pray, &c.

TO ALL TO WHOM THESE PRESENTS SHALL COME;
of, &c., sends greeting.

And whereas of, &c., has agreed to purchase
from the said all the right, title and interest
which he the said now hath in the said invention
under the said letters patent, for the price or sum of

Now these presents witness, that for and in consideration of the said sum of by the said paid to

the said at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said hath assigned and transferred, and by these presents doth assign and transfer unto the said his executors, administrators and assigns, the full and exclusive right to the invention made by him, and secured to him by the said letters patent, together with the said letters patent, and all his interest therein or right thereto.

In witness whereof the said hath hereunto set his hand and seal, this day of
A. D. 18 .

Signed, sealed, &c.

LICENSE TO USE INVENTION.

THIS INDENTURE, made the day of A.D. 18 , BY AND BETWEEN of the first part, and
of the second part :

WHEREAS, by certain Letters Patent, bearing date the day of A.D. 18 , Her Majesty Queen Victoria did give and grant unto the said his executors, administrators and assigns, the sole privilege of making, constructing, using, and vending a new and useful improvement in of which he claims to be the original inventor or discoverer, for the term of fourteen years within the Province of , with a prohibition to all persons whatsoever other than the said his agents and assigns, to use the said invention as in and by the said Letters patent duly recorded in the Provincial Registrar's Office will more fully appear.

And whereas the said party of the first part hath

contracted with the said part of the second part for the sale to of the full and exclusive right of making, constructing, using and vending the said invention or improvement within the at or for the price or sum of

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the said sum of to the said party of the first part in hand well and truly paid by the said part of the second part, at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, he the said party of the first part hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto the said part of the second part, or legal representatives or assigns, and every of them, by his and their deputy or deputies, or agent or agents, or such as the said part of the second part, or legal representatives or assigns, shall at any time agree with, and no others, from time to time and at all times hereafter during the residue of the said term of fourteen years in the said patent mentioned, the full and exclusive right and liberty of making, constructing, using and vending to others, to be used, the said invention or discovery within in such manner as to the said part of the second part lawful representatives and assigns, or any of them, shall in their discretion seem meet.

TO HAVE AND TO HOLD, receive and enjoy, within the said the said license, powers, privileges, and advantages herein-before granted, or intended so to be, unto the said part of the second part lawful representatives and assigns, for and during the residue of the said term of fourteen years.

And the said party of the first part doth hereby for himself, his executors and administrators, covenant, promise and agree, to and with the said part of the second part executors, administrators and assigns, in manner following, that is to say, that for and notwithstanding any act, matter or thing to the contrary by him done or suffered, he the said party of the first part hath good right, full power, and authority to assign and convey the right to the said invention, in manner aforesaid.

And that he, the said party of the first part, hath not by any means, directly or indirectly, forfeited any right which he ever had, or might have had, to the said invention or patent.

And that the said part of the second part executors, administrators and assigns, shall and may, by virtue of these presents, have, receive and take all the profits and advantages whatsoever that shall or may arise from the said invention within the limits of without any let, hindrance, denial, or interruption from the said party of the first part, his executors, administrators or assigns. And that the said party of the first part executors and administrators, shall and will make, do, and execute, or cause or procure to be made, done, and executed, all and every such act or acts, deed or deeds, devices or assurances in the law necessary for assigning to the said part of the second part, executors, administrators and assigns, the right to the said invention, under the said letters patent, within the limits of

In Witness, &c.

Signed, Scaled, &c

POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS, that
for divers good causes and considerations thereunto
specially moving, have made, ordained, nominated, con-
stituted, and appointed, and by these presents do make,
ordain, nominate, constitute, and appoint true and
lawful attorney for and in name, place, and stead,
but for sole and exclusive use and benefit to
(*Here insert the specific object or objects for which the
power is given.*) And for all and every of the purposes
aforesaid do hereby give and grant unto said
attorney full and absolute power and authority to do
perform and execute all and every acts, deeds, matters
and things, whatsoever in and about the premises; And,
also to commence, institute, and prosecute, all actions,
suits, and other proceedings, which may be requisite and
necessary or expedient to be done, commenced, insti-
tuted, or prosecuted in and about the premises, as fully
and effectually to all intents and purposes as could
do if personally present and acting in the premises;
With power to appoint a substitute or substitutes, for all
or any of the purposes aforesaid, and such substitution
at pleasure to revoke, the said hereby
ratifying and confirming and agreeing to ratify and con-
firm all and whatsoever said attorney or such sub-
stitute or substitutes shall lawfully do, or cause to be
done, in or about the premises by virtue hereof.

IN WITNESS WHEREOF have hereunto set
hand and seal this day of A. D. 18 .

Signed, sealed, &c.

POWER OF ATTORNEY.

(*General Form.*)

KNOW ALL MEN BY THESE PRESENTS, that I,
of in the County of and Province
of for divers good causes and considerations
me thereunto moving, have nominated, constituted and
appointed, and by these presents do nominate, constitute
and appoint of my true and lawful
Attorney, for me and in my name, and on my behalf,
and for my sole and exclusive use and benefit, to demand,
recover and receive from all and every or any person or
persons whomsoever all and every sum and sums of
money, goods, chattels, effects and things whatsoever,
which now are or is, or which shall or may hereafter
appear to be due, payable or belonging to me, whether
for rent or arrears of rent or otherwise in respect of my
real estate, or for the principal money and interest now
or hereafter to become payable to me upon or in respect
of any mortgage or other security, or for the interest or
dividends to accrue or become payable to me for or in
respect of any shares, stock or interest which I may
now or hereafter hold in any joint-stock or incorporated
company or companies, or for any moneys or securities
for money which are now or hereafter may be due or
owing or belonging to me upon any bond, note, bill or
bills of exchange, balance of account current, consigna-
ment, contract, decree, judgment, order or execution, or
upon any other account.

Also to examine, state, settle, liquidate and adjust all
or any account or accounts depending between me and
any person or persons whomsoever. And to sign or
endorse my name to any cheque or cheques or orders

for the payment of money, bill or bills of exchange, or note or notes of hand in which I shall be interested or concerned, which shall be requisite. And also in my name to draw upon any bank or banks, individual or individuals, for any sum or sums of money that is or are or may be to my credit, or which I am or may be entitled to receive, and the same to deposit in any bank or other place, and again at pleasure to draw for, from time to time, as I myself could do.

And upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to me, for me and in my name and as my act and deed, to sign, execute and deliver such good and sufficient receipts, releases and acquittances, certificates, reconveyances, surrenders, assignments, or other good and effectual discharges as may be requisite.

Also, in case of neglect, refusal or delay on the part of any person or persons to make and render just, true and full account, payment, delivery and satisfaction in the premises, him, them or any of them, thereunto to compel, and for that purpose for me and in my name to make such claims and demands, arrests, seizures, levies, attachments, distrains and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments and suits at law or in equity as my said Attorney or Attorneys shall think fit. Also to appear before all or any judges, magistrates or other officers of the Courts of law or equity, and then and there to sue, plead, answer, defend and reply in all matters and causes concerning the premises; and also to exercise and execute all powers of sale or foreclosure, and all other powers and authorities

vested in me by any mortgage or mortgages belonging to me as mortgagee.

And also, in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, to submit any such differences and disputes to arbitration or umpirage, in such manner as my said attorney or attorneys shall see fit. And to compound, compromise and to accept part in satisfaction for the payment of the whole of any debt or sum of money payable to me, or to grant an extension of time for the payment of the same, either with or without taking security, or otherwise to act in respect of the same as to my said attorney or attorneys shall appear most expedient.

And also, for me and in my name, or otherwise on my behalf, to take possession of and to let, set, manage and improve my real estate, lands, messuages and hereditaments whatsoever and wheresoever, and from time to time to appoint any agents or servants to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as I might do.

And also, as and when my said attorney or attorneys shall think fit, to sell and absolutely dispose of my said real estate, lands and hereditaments; and also such shares, stocks, bonds, mortgage and other securities for money as hereinbefore mentioned, either together or in parcels, for such price or prices, and by public auction or private contract, as to my said attorney or attorneys shall seem reasonable or expedient; and to convey, assign, transfer and make over the same respectively to the purchaser or purchasers thereof, with power to give credit for the whole or any part of the purchase money

tutes shall do or cause to be done in the premises by virtue of these presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these presents, and the time of such decease or revocation becoming known to my said attorney or attorneys, or such substitute or substitutes

As witness, &c.

Signed, &c.

POWER OF ATTORNEY.

(Another Form.)

KNOW ALL MEN BY THESE PRESENTS, that I,
of for divers good causes and considerations, me hereunto especially moving, have made, ordained, authorised, constituted and appointed, and by these presents do make, ordain, authorise, constitute and appoint of my true and lawful attorney, for me and in my name, and to and for my sole use and benefit, to bring to account and reckoning, and to ask, demand, sue for, levy, recover and receive, of and from all or any person or persons whomsoever, all sum and sums of money whatsoever, and on receipt thereof, or any part thereof for me, in my name and to my use such good and sufficient receipts, releases and discharges, to make and give for the same, as the nature of the case shall require; and to liquidate, adjust, compound, arbitrate, release and discharge the same, and on neglect or refusal from or by any such person or persons, to pay all or any such sum or sums of money so due and owing unto me as aforesaid, to take and use all such usual and customary legal ways and means for compelling or securing the due payment thereof, by action, suit, attachment

or otherwise, howsoever, in my name, as my said attorney shall be advised; and for me and in my name and for my use, to prosecute and defend all or any actions or suits either at law or in equity, attachment or other legal process, now brought or to be brought and commenced by, for or against me, in any court or courts of judicature in and therein to proceed to judgment and execution thereon, or to discontinue or compromise the same, as my said attorney shall be advised, and to enter up satisfaction on record in any or either of the said courts, or to do any other act, matter, or thing, which shall be required and necessary to be done on my part and behalf in the proceedings, or carrying on, or defending any such action or suit so brought or to be brought as aforesaid: and also for me and to and for my use to defray, pay and discharge, all sum and sums of money, debts, dues, claims and demands which shall or may be justly due and owing from, or accrue against me, to any person or persons whomsoever, on any account whatsoever, and to take and receive for the same such receipts, acquittances and discharges, as the case may require; and also for me, in my name, and to and for my use and benefit, to do, transact, execute and perform, all and whatsoever other acts, deeds, bonds of arbitration, deeds of composition, releases, assignments, matters and things, which shall or may arise and be requisite and necessary to be done in and about, touching or concerning the management of my affairs and concerns, or any of them, or in any manner relative thereto; and generally for me, in my name and to my use to do, perform and execute, all and whatsoever other acts, matters and things, which my said attorney shall judge requisite and necessary to be done in and about the premises, as

fully and effectually to all intents and purposes as if I myself were present and did the same, I the said

hereby ratifying, allowing, and covenanting, promising and agreeing, for myself, my heirs, executors and administrators, from time to time, and at all times hereafter, to ratify, allow and confirm, as good and valid, all and whatsoever my said attorney shall lawfully do or cause to be done in and about the premises, by virtue hereof.

In Witness, &c.

Signed, Scaled, &c.



POWER OF ATTORNEY.

(To receive Debts.)



KNOW ALL MEN BY THESE PRESENTS, that I
of being about to leave for distant parts, for
divers good causes and considerations, me thereunto
specially moving, have made, ordained, nominated,
constituted, and appointed, and by these presents do
make, ordain, nominate, constitute, and appoint
of to be my true and lawful attorney for me
and in my name, place, and stead, but for my sole and
exclusive use and benefit, to ask, demand, sue for,
recover and receive, all sum or sums of money, debts,
and demands whatsoever, which now is, or are, or at any
time hereafter during the continuance of these presents
shall be due or owing to me by any person or persons,
or on any account or accounts whatsoever within
aforesaid, and also to compound any such debt or debts,
or sum or sums of money, or any other claim or demand
whatsoever which I now, or at any time hereafter dur-
ing the continuance of these presents, shall or may have,

or be entitled to within, and make and receive all and every such composition or compositions, and upon the receipt thereof, or for any other purposes within these presents, for me, and in my name, to give, seal, and execute all and every such receipts, acquittances, releases, and discharges as my said attorney shall see fit in that behalf, and to endorse and sign my name to all drafts, bills, notes or cheques made payable to my order.

And for the purposes aforesaid I do hereby give and grant unto my said attorney full and absolute power and authority to do, perform, and execute all and every acts, deeds, matters, and things; And also to commence, institute, and prosecute all actions, suits, and other proceedings, which may be requisite and necessary or expedient to be done, commenced, instituted, or prosecuted in and about the premises, as fully and effectually to all intents and purposes as I could do if personally present and acting in the premises; with power to appoint a substitute or substitutes, for all or any of the purposes aforesaid, and such substitution at pleasure to revoke; I, the said hereby ratifying and confirming and agreeing to ratify and confirm all and whatsoever my said attorney or such substitute or substitutes shall lawfully do, or cause to be done, in or about the premises by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of A. D. 18 .

Signed, Sealed, &c.

POWER OF ATTORNEY.

(To receive Legacy.)

TO ALL TO WHOM THESE PRESENTS SHALL COME :
 I, of, &c. and my wife (late)
 one of the daughters and legatces, named in the last
 will and testament of late of, &c. deceased,
 send greeting : Whereas, the said in and by
 his last will and testament, bearing date the day of
 A. D. 18 , did, amongst other things, give and
 bequeath unto his said daughter, the sum of payable
 in six months after his decease (or did give and
 bequeath to her an equal share of his estate, as the case
 may be ;) And of his said will appointed exe-
 cutor, as in and by the said will duly proved, and remain-
 ing in in and for the county of rela-
 tion being thereunto had, appears.

NOW KNOW YE, that I, the said and
 my wife, have made, constituted, and appointed,
 and by these presents do make, constitute, and appoint
 of in the county of our true and law-
 ful attorney, for us and in our names, and for our use,
 to ask, demand, sue for, recover, and receive, of and
 from the said executor as aforesaid, or in whose
 hands soever the same may be found, the said legacy or
 bequest mentioned in the said will, and also all such
 other sum or sums of money, debts, goods, wares, and
 demands whatsoever, which are or shall be due, owing,
 payable, and belonging to us by any means whatsoever,
 for or on account of her full share, part, or dividend of
 the estate aforesaid.

Giving and granting unto our said attorney, by these
 presents, full power and authority, in and about the

premises, to have, use, and take, all lawful ways and means, in our names for the purposes aforesaid, and upon the receipt of any such debts, dues, or sums of money (as the case may be) acquittances, or other sufficient discharges, for us, and in our names to make, seal and deliver.

And generally, all and every other act or acts, thing or things, device and devices, in the law whatsoever, needful and necessary to be done in and about the premises, for us and in our names to do, execute, and perform, as fully, and amply, to all intents and purposes, as we ourselves might or could do, if personally present; and attorneys one or more under him, for the purpose aforesaid, to make and constitute, and again at pleasure to revoke;

Hereby ratifying, allowing, and holding for firm and effectual, all and whatsoever our said attorney shall lawfully do in and about the premises, by virtue hereof.

In Witness, &c.

Signed, Sealed, &c.

POWER OF ATTORNEY.

(Custom House.)

KNOW ALL MEN BY THESE PRESENTS, that I,
of in the county of and Province of
 , merchant, have made, constituted and appointed,
and by these presents do make, constitute and appoint,
of in the county of of the
said Province, gentleman, my true and lawful Attorney,
for me and in my name, place and stead [*here set forth
what the power is granted for*], to receive and enter at
the Custom-house at in the county of

any goods, wares or merchandize imported by me, or which may hereafter arrive, that are consigned to me; to sign my name, and to seal and deliver for me, as my act and deed, any bond or bonds which may be required by the Collector of Customs at _____ in the county aforesaid, for securing the duties on any such goods, wares or merchandize: Also to sign my name, to seal and deliver for me, and as my act and deed, any bond or bonds requisite for obtaining the debenture on any goods, wares or merchandize when exported; and generally, to transact all business at the said Custom-house, in which I am or may hereafter be interested or concerned, as fully as I could if personally present. And I do hereby declare, that all bonds signed and executed by my said Attorney shall be as binding on me as those signed by myself; and this power shall remain in full force and virtue until revoked by a written notice given to the said Collector.

In Witness, &c.

Signed, Sealed, &c.



POWER OF ATTORNEY.

(To manage and sell Estates, &c.)

KNOW ALL MEN BY THESE PRESENTS, that I,
 of _____ for divers good causes and considerations me
 hereunto especially moving, have made, constituted and
 appointed, and by these presents do make, constitute
 and appoint _____ of _____ my true and lawful
 attorney, for me and in my name to enter into and upon,
 and to take possession of all and singular my messuages,
 farms, lands, tenements and hereditaments whatsoever,
 and wheresoever situate in _____ And also, for me

and in my name to make sale of and convey all or any of the said premises, and to sign receipts for the purchase moneys, and to sign, seal and execute, and as my act and deed, acts and deeds, deliver, good, sufficient and valid deeds of conveyance and assurance, for conveying the said premises or any part thereof to any purchaser or purchasers of the same, his, her or their heirs and assigns; and also, for me and in my name to contract with any person or persons for leasing any of the said premises, and to make, seal, deliver and execute any lease or leases, demises or grants, for any term or terms of years not exceeding years, in possession, and not in reversion, and at such rent or rents as my said Attorney shall think proper; and also, for me and in my name to ask, receive and recover of all tenants and occupiers whomsoever, of all and every the said premises, all rents and arrears of rent, issues and profits due and owing, or which at any time or times hereafter shall grow and become due and owing on account of the same premises, and if need be to distrain for, sue or prosecute for the same; and also, for me and in my name to commence and prosecute any action or actions, suit or suits, as well real as personal and mixed, or otherwise, in any Court of law or equity in the said Province, in relation to the said premises, and the same to prosecute and follow, or to discontinue or become nonsuit therein, as my said attorney shall see cause; and generally for me and in my name to do, perform and execute all and whatsoever shall be requisite and necessary to be done in and about the premises, as fully and effectually, to all intents and purposes as I might or could do if personally present; hereby promising to ratify and confirm all and whatsoever my said Attorney shall lawfully do or cause to be

done by virtue of these presents: And lastly, I do hereby revoke and make void all former powers of attorney, authorities and deputations, by me at any time heretofore made, given or executed, in any of the matters or things above mentioned, to any other person or persons whomsoever.

In Witness, &c.

POWER TO TRANSFER STOCK.

KNOW ALL MEN BY THESE PRESENTS, that I,
 of do make, constitute, and appoint of
 my true and lawful attorney, for me and in my
 name and behalf, to transfer, assign, and set over unto
 of (or, *any other person or persons*),
 shares in the capital stock of the Bank, in
 standing in my name on the books of said
corporation, and to do all necessary acts, and to make
 the necessary acquittances and discharges to effect the
 premises; (add, if desired, *and I do further empower
 him to substitute any person or persons under him with
 like power*); hereby ratifying and confirming all my
 said attorney (*or his substitute, or substitutes*, to be
 added, if desired,) shall lawfully do by virtue hereof.

In Witness, &c.

POWER TO RECEIVE DIVIDEND.

KNOW ALL MEN BY THESE PRESENTS, that I,
 of do constitute and appoint of
 to receive from the Cashier of the Bank
 (or *the Treasurer of*) of the city of
 the dividend or dividends now due to me, on all

stock standing in my name on the books of the said Bank, and to receipt for the same; hereby ratifying and confirming all that by him may lawfully be done by virtue hereof in the premises.

In Witness, &c.

Signed, Sealed, &c.

POWER OF ATTORNEY: (REVOCATION OF)

WHEREAS I, of did on the day of A. D. 18 , by a certain instrument in writing, or letter of attorney, make and appoint of to be my true and lawful attorney, in my name and for my use, to (*here set forth what the attorney was authorised to do, precisely in the language of the original power,*) as by the same writing, reference there-to being had, will fully appear: Now know all men by these presents, that I, the said for a good cause and valuable consideration, have revoked, recalled, and made void, and by these presents do revoke, recall, and make void, to all intents and purposes, the said recited letter of attorney, and all powers or authorities therein granted, and all acts and things which shall, or may be done or performed by virtue thereof, in any manner whatsoever.

(*If another attorney is to be appointed, continue thus:—*"And further know ye, that I, the said do by these presents name, constitute, and appoint, and in my place and stead put and depute of to be my true and lawful attorney, etc.," or *as desired.*)

In Witness whereof, &c.

POWER OF ATTORNEY, REVOCATION OF.

(Another Form.)

KNOW ALL MEN BY THESE PRESENTS, that I,
 of for divers good causes and considerations,
 me hereunto especially moving, have revoked counter-
 mandated, annulled and made void, and by these presents
 do revoke, countermand, annul and make void, a certain
 deed poll or power of attorney, under my hand and
 seal, bearing date to of given
 delivered and executed, and all powers and authorities
 whatsoever therein expressed and delivered.

As Witness, &c.

Signed, Sealed, &c.

PROTEST (MARINE).

County of } BY PUBLIC INSTRUMENT OF
 To wit: } PROTEST, be it known and made
 manifest to all whom it doth or shall or may concern,
 that on the day of A. D. 18 before me,
 a Notary Public, by Royal Authority duly
 appointed, in and for residing at in the
 said County.

Personally appeared Master, of the
 said of burthen, of the Port of
 and brought with him Mate on board of the
 said each of whom, by me being duly sworn,
 according to law, on their solemn oaths, did depose,
 declare, and say as follows:

That

And further these deponents say not.

Subscribed and sworn before me at _____ in the
County of _____ severally by the said _____ and
this _____ day of _____ A. D. 18 ____.

[L.S.]

Notary Public.

Wherefore I, the said Notary, at the request of the said Master, of the said as well on his own behalf, as on behalf of his Owners, Freighters, Officers, and Crew, have protested, and by these presents do most solemnly protest, against all and singular the cause and causes operating as aforesaid, to the serious detriment of the said her cargo, sails, rigging, and other gearing, or any part or portion thereof, and more especially against the storm and heavy winds and gales, high and dangerous seas, experienced on her late voyage, bound as aforesaid; and for all losses, costs, charges, damages, interest, and expenses whatsoever, suffered or sustained, for or by reason or means of the facts and circumstances set forth in the foregoing affidavit, to be claimed and recovered in time and place convenient: and these presents to serve and avail for that purpose.

In Witness, &c.

[L.S.]

Notary Public.

I, _____ of the _____ of _____ in the County
of _____ a Notary Public, by Royal Authority duly
appointed, in and for _____ do hereby certify that the
within is a true copy of the deposition of _____ and
_____ of the vessel _____ taken before me, this
day of _____ A.D. 18 _____ and now filed in my office.

Notary Public.

PROTEST (NOTARIAL).

On this day of A.D. 18 , at the request of
 holder of the hereunto annexed, I,
 a Notary-Public for Upper Canada, by Royal
 authority duly appointed, did exhibit the said
 unto at being the place where the
 same is payable, and there speaking to him, did demand
 of the said to which demand he
 answered Wherefore I, the said Notary,
 at the request aforesaid, have protested, and do hereby
 solemnly protest, as well against all the parties to the
 said as against all other persons whom it
 may concern, for all interest, damages, costs, charges,
 expenses and other losses suffered or to be suffered for
 want of of the said And afterwards,
 on the day and year mentioned in the margin, I, the
 said Notary-Public, did serve due notice, according to
 law, of the said presentment, non- and protest of
 the said upon the several parties thereto, by
 depositing in Her Majesty's Post Office at being
 the nearest Post Office to the place of the said present-
 ment, letters containing such notices, one of which letters
 was addressed to each of the said parties severally; the
 superscription and address of which letters are respec-
 tively copied below, as follows, that is to say:

In testimony whereof, I have hereunto set my hand,
 and affixed my seal of office, the day and year first above
 written.

NOTARY PUBLIC.

(Add in margin).

Notices mailed the day of A.D. 18

Protest 2s. 6d.

Postage 2s. 6d.

Notices 2s. 6d.

QUIT-CLAIM DEED.

THIS INDENTURE, made the day of A.D. 18 ,
 BETWEEN of the first part, wife of the
 said party of the first part, of the second part, and
 of the third part.

WITNESSETH, that in consideration of the sum of
 of lawful money of Canada, now paid by the said party
 of the third part to the said party of the first part, the
 receipt whereof is hereby by him acknowledged, he, the
 said party of the first part, doth remise, release and for-
 ever quit claim unto the said party of the third part, his
 heirs and assigns forever, All and singular certain
 parcel or tract of land and premises, situate, lying
 and being in the of the said Province, containing
 by admeasurement To have and to hold unto
 the said party of the third part, his heirs and assigns, to
 and for his and their sole and only use forever. Sub-
 ject, nevertheless, to the reservations, limitations, provi-
 soes and conditions expressed in the original grant
 thereof from the Crown.

And the said party of the first part releases unto the
 said party of the third part, all claim, demand, right or
 title unto the said lands and premises, or to any part or
 parcel thereof, forever.

And the said party of the second part, wife of the
 said party of the first part, hereby bars her dower in the
 said lands.

In Witness, &c.

Signed, Sealed, &c.

RECEIVED, on the day of the date of this Indenture,

the sum of of lawful money of Canada, being the full consideration therein mentioned.

QUIT CLAIM DEED.

(*Another Form.*)

THIS INDENTURE, made in duplicate the day of
A. D. 18 . BETWEEN

WITNESSETH, that the said part of the first part, for and in consideration of the sum of of lawful money of Canada, to in hand paid by the said part of the part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, ha granted, released and quitted claim, and by these presents do grant, release and quit claim unto the said part of the part, All estate, right, title, interest, claim and demand, both at law and in equity, or otherwise howsoever, and whether in possession or expectancy, of, in, to or out of all and singular th certain parcel or tract of land and premises situate, lying and being in the

Together with all the appurtenances thereto belonging or appertaining; To have and to hold the aforesaid lands and premises, with all and singular the appurtenances thereto belonging or appertaining, unto and to the use of the said part of the part, heirs and assigns for ever; Subject to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, &c.

RECEIVED, on the day and year first before written,
from the said the sum of of lawful money
of Canada, being the consideration money hereinbefore
mentioned to be paid to me

Witness,

County of } I, of
To WIT. } make oath and say :

1. That my name, place of residence, and occupation
or calling, are correctly set forth as above.

2. That I was present, and did see the within inden-
ture, and also a duplicate thereof, duly executed, signed,
sealed and delivered by the within named and
that I am a subscribing witness to such execution; and
that the said within indenture, and also the duplicate
thereof, were respectively executed as aforesaid at

3. That I know the said the parties to the
said within indenture.

Sworn before me, at this day of A. D. 18 .

*A Commissioner, &c., in B.R., in and for
the County of*

RECEIPT FOR RENT.

LONDON, C.W., 1st Sept., 1868.

RECEIVED from the sum of one hundred
dollars, for half-year's rent of store on Dundas Street,
due this day.

\$100.

RECEIPT IN FULL.

RECEIVED the day of A. D. 18 from Mr.
 the sum of fifty dollars, in full of all demands.
 \$50.

RECEIPT ON ACCOUNT.

TORONTO, C.W., 12th Oct., 1868.

RECEIVED from Mr. the sum of one hundred
 dollars, on account of purchase-money of horse and
 buggy sold to him this day.
 \$100.

RECEIPT TO EXECUTOR.

RECEIVED the day of A. D. 1868, from
 and Esquires, executors of the last
 will and testament of deceased, the sum of one
 thousand dollars, in full of all demands against the
 estate of the said
 \$1,000.

RELEASE GENERAL OF ALL DEMANDS.

THIS INDENTURE, made the day of A. D.
 18 . BETWEEN of the first part ; and
 of the second part.

WHEREAS, there have been divers accounts, dealings,
 and transactions between the said parties hereto respec-
 tively, all of which have now been finally adjusted, set-
 tled, and disposed of, and the said parties hereto have
 respectively agreed to give to each other the mutual

releases and discharges hereinafter contained in manner hereinafter expressed.

Now, therefore, these presents witness, that in consideration of the premises and of the sum of five shillings, of lawful money of Canada to each of them, the said parties hereto respectively paid by the other of them at or before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), each of them, the said parties hereto respectively, doth hereby for himself and herself respectively, his and her respective heirs, executors, administrators, and assigns, remise, release, and for ever acquit and discharge the other of them, his and her heirs, executors, administrators, and assigns, and all his, her and their lands and tenements, goods, chattels, estate and effects respectively whatsoever and wheresoever, of and from all debts, sum, and sums of money, accounts, reckonings, actions, suits, cause and causes of action and suit, claims and demands whatsoever, either at law or in equity, or otherwise howsoever, which either of the said parties now have, or has, or ever had, or might or could have against the other of them, on any account whatsoever, of, and concerning any matter cause or thing whatsoever between them, the said parties hereto respectively, from the beginning of the world down to the day of the date of these presents.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, &c.

RELEASE OF MORTGAGE (UNDER STATUTE).

To the Registrar of the Count of
 I, do certify, that of ha
 satisfied all money due on, or to grow due on a certain
 Mortgage made by to which Mortgage
 bears date the day of A.D. 18 and was regis-
 tered in the Registry Office for the County of
 on the day of A. D. 18 at minutes past
 o'clock noon, in Liber for as No.
(here state whether mortgage assigned or not) and that
 I am the person entitled by law to receive the money,
 and that such mortgage is therefore discharged.

Witness, &c.

Witnesses : of and of

County of } I, make oath and
 TO WIT : } say :

1. That my name, place of residence, and occupation
 are correctly set forth as above.
2. That I was present and together with another
 subscribing witness, did see the execution of the within
 Certificate of Discharge of Mortgage by part
 thereto; and that I am a subscribing witness to such
 execution, and that the said Certificate of Discharge of
 Mortgage was executed at

3. That I

Sworn before me, at in the County of
 this day of A. D. 18 .

A Commissioner, &c.

RELEASE OF PART OF MORTGAGED PREMISES.

THIS INDENTURE, made the day of A.D. 18 , BETWEEN of the first part; and of the second part :

WHEREAS by an indenture of mortgage, bearing date on or about the day of A.D. 18 , and made between It was witnessed, that for the considerations therein mentioned, the lands and premises hereinafter released and assured, were with other lands and premises therein comprised, conveyed unto the said party hereto of the first part, for securing the sum of and interest as therein mentioned.

AND WHEREAS the said party hereto of the first part, hath at the request of the said party hereto of the second part, agreed for the consideration hereinafter mentioned to release the premises hereinafter described from the said mortgage security.

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of of lawful money of Canada, now paid by the said party hereto of the second part, to the said party hereto of the first part, the receipt whereof is hereby by him acknowledged, he, the said party hereto of the first part, hath reconveyed and reassured, remised, released and forever quitted claim, and by these presents doth reconvey and reassure, remise, release and forever quit claim unto the said party hereto of the second part, his heirs, executors, administrators and assigns, ALL AND SINGULAR th certain parcel or tract of land and premises situate, lying, and being in the To have and to hold the same, with the appurtenances, unto the said party hereto of the second part, heirs and assigns, to and for

and their sole and only use forever ; freed and absolutely acquitted, exonerated and discharged of and from the said Indenture of Mortgage, and the principal money and interest thereby secured, and every article, stipulation, covenant, matter and thing therein contained.

And the said party hereto of the first part, doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise, and agree, to and with the said party hereto of the second part, his heirs and assigns, that he the said party hereto of the first part, his heirs, executors, administrators and assigns, shall not, nor will at any time hereafter, proceed against the portions of the said lands, hereby released by legal process or otherwise, nor look to the same, or any part thereof, for payment of the said principal monies or interest, or any part thereof, on the said mortgage, nor disturb, molest, or put to charge, or damage the present or future owners or occupiers, of such released portions of the said premises, for or by reason, or on account of the said indenture of mortgage, or any thing connected therewith.

PROVIDED ALWAYS, that nothing herein contained shall affect the said mortgage, or its legal validity, so far as regards the remaining and unreleased portion of the said lands and premises, or any part thereof.

In Witness, &c.

Signed, Sealed, &c.



RELEASE FROM ONE JOINT TENANT TO ANOTHER.



THIS INDENTURE, made the day of A.D. 18 ,
BETWEEN D. J., of widow of W. J., late of

and sister of S. C. of of the one part
and the said S. C. of of the other part.

Whereas the said D. J. and S. C. are and stand jointly seized to them and their heirs, of and in all these messuages, &c., situate in the township of _____ in the county of [here insert an accurate description].

Now this Indenture witnesseth, that for and in consideration of the sum of _____ by the said S. C. to the said D. J. in hand paid at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, she the said D. J. hath granted, released and confirmed, and by these presents doth grant, release and confirm unto the said S. C. and his heirs, all and singular the above mentioned messuages, farms, lands, tenements, hereditaments and premises hereinbefore mentioned to be the joint estate of them the said D. J. and S. C. with their and every of their appurtenances, and all ways, &c., and the reversion, &c., and all the estate, &c; To have and to hold the said messuages, farms, lands and premises, with their appurtenances, to the said S. C. and his heirs, to the only proper use and behoof of the said S. C., his heirs and assigns forever. [Add covenants by D. J. that she is lawfully seized of one moiety of the premises, in joint tenancy with the said S. C. hath good right to grant, _____ for quiet enjoyment, free from incumbrances, _____ and for further assurance.]

In Witness, &c.

RELEASE OF DOWER.

TO ALL TO WHOM THESE PRESENTS SHALL COME,
I, _____ of the _____ of _____ in the County _____

of and Province of wife of
of the same place, send Greeting :

WHEREAS, the said by an indenture of
bargain and sale bearing date the day of A. D.
18 in consideration of the sum of did grant, bar-
gain, sell, convey and assure unto one of the
 of in the County of and
Province aforesaid his heirs and assigns, the lands
and premises hereinafter described, that is to say :

AND WHEREAS, I, the said was then and
am now the lawful wife of the said and in the
event of my surviving him the said would in
due course of law be entitled to dower of the lands and
premises above referred to and set forth.

AND WHEREAS it has been agreed that I shall release
any claim for dower I may now or hereafter have in the
said premises.

NOW KNOW YE, that I, the said in consider-
ation of the premises and in further consideration of
 to me in hand paid (the receipt whereof I hereby
acknowledge) do hereby grant, remise, release, relinquish
and quit claim unto of the of
in the County of and Province aforesaid
his heirs and assigns, all dower and right to dower which
I now have, or in the event of surviving my said
husband, could or might have in the premises referred
to in any way whatsoever.

In Witness, &c.

Signed, Sealed, &c.

CERTIFICATE TO BE ENDORSED.

We and both of the of
 in the County of and Province of

Esquires, two of Her Majesty's Justices of the Peace in and for the said County, do certify that wife of personally appeared before us and being duly examined by us touching her consent to be barred of her right of dower of and in the lands in the within deed mentioned, it did appear to us that the said did give her consent thereto freely and voluntarily and without coercion or fear of coercion on the part of her husband or of any other person.

Signed, J. P.
J. P.

Dated at this day of A. D. 18 .

AFFIDAVIT OF EXECUTION.

County of } I of the
TO WIT: } of in the said County
of make oath and say that I knew the within
named and was present and saw her execute
the within instrument and duplicate, at the of
in the said County of And that my
name, place of residence and occupation, are correctly
set forth as above.

Sworn before me at in the said County
of this day of A. D. 18 .

A Commissioner, &c., in B. R.

RELEASE OF DOWER.

(Another Form.)

KNOW ALL PERSONS BY THESE PRESENTS, that I, A. G., of, &c., for and in consideration of the sum of five shillings of good and lawful money of Canada, to

me in hand paid by J. G. of _____ at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised and released, and by these presents do remise, release and forever quit claim unto the said J. G., his heirs, executors and administrators, all dower and right, title, claim and demand of or to dower, which I have or may claim of, in or to all or any part of the freehold lands and hereditaments whereof H. G., my late husband, deceased, was at any time seized, possessed, or interested in; and also all and all manner of action and actions, cause and causes of actions, suits, bills, bonds, writings obligatory, debts, dues, accounts, sum and sums of money and demands, and every other cause, matter and thing whatsoever, which against the said J. G., I ever had, or which I or my heirs, executors or administrators shall or may have, challenge or demand, for or by reason or means of any cause, matter or thing, from the beginning of the world to the day of the date of these presents.

In Witness, &c.

[*The Certificate and Affidavit as in the last form*]



RELEASE TO A GUARDIAN.



KNOW ALL MEN, &c., that A. B., &c., son-and-heir of B. B., deceased, hath remised, released and forever quit-claimed, and by these presents doth remise, &c., unto C. D., of _____ his guardian, all and all manner of action and actions, suits, reckonings, accounts, debts, dues and demands whatsoever, which he the said A. B. ever had, now hath, or which he, his executors and administrators at any time hereafter can or may have,

claim or demand against the said C. D., his executors or administrators, for, touching and concerning the management and disposition of any of the lands, tenements and hereditaments of the said A. B., situate, &c., or any part thereof, or for or by reason of any moneys, rents or profits by him received out of the same, or any payments made thereout, during the minority of the said A. B., or by reason of any matter cause or thing whatsoever relating thereto, from the beginning of the world to the day of the date hereof.

In Witness, &c.

RELEASE TO EXECUTORS ON PAYMENT OF
LEGACY.

KNOW ALL MEN BY THESE PRESENTS, that
of and his wife, late one of
the daughters and legatees named in the will of
late of deceased, do hereby acknowledge that
they have this day had and received of and from
and executors of the last will and testament of
the said deceased, the sum of in full
satisfaction and payment of all such sum or sums of
money, legacies and bequests as are given and bequeathed
to the said by the last will and testament afore-
said, and all interest accrued therefrom.

And therefore the said and his wife,
do by these presents, remise, release, quit-claim and for-
ever discharge the said and their
heirs, executors and administrators, of the said legacy or
legacies, and of and from all actions, suits, payments,
accounts, reckonings, claims and demands whatsoever,
for or by reason thereof, or of any other acts, matter,

cause or thing whatsoever, from the beginning of the world to the day of the date of these presents.

In Witness, &c.

Signed, Scaled, &c.

RELEASE FROM LEGATEE ON COMING OF AGE.

KNOW ALL MEN BY THESE PRESENTS, that whereas A. B., of made his last will and testament in writing, bearing date and among other legacies therein contained, did give and bequeath unto me, C. D., of his son, the annual sum of to be paid to me quarterly, until I should attain the age of twenty-one years; and of his will constituted E. F. and G. H. joint executors, as in and by the said will may appear; and whereas the said E. F. and G. H. did jointly accept of the said executorship and trust, and I, the said C. D., have attained my said age of twenty-one years; and whereas the said E. F. and G. H. have made up an account with me the said C. D., of all moneys received and paid by the said E. F. and G. H., and all transactions in pursuance of the said executorship and trust; and have not only paid me the said C. D. the balance of such accounts, but also delivered unto me all the writings and papers belonging to the estate of the said deceased A. B.: Now know ye that I, the said C. D., being fully satisfied in the premises, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said E. F. and G. H., and each of them, their and each of their executors and administrators, all reckonings and accounts, sum and sums of money by them had and received in pursuance of the said trust, or by means of

their being executors to the said A. B. as aforesaid; and also of and from all other reckonings, accounts and demands whatsoever, from the beginning of the world to the day of the date of these presents.

In Witness, &c.

RELEASE OF A TRUST.

TO ALL, &c., A. B., of, &c., sendeth greeting :

WHEREAS, by Indenture bearing date made between, &c. [*here recite the deed*], in which said Indenture the said A. B. doth hereby declare that his name was only used in trust, for the benefit and behoof of C. D., of : Now, know ye, that I, the said A. B., in discharge of the trust reposed in me, at the request of the said C. D., have remised, released, and surrendered, assigned, and set over, and by these presents for me, my executors and administrators, do freely and absolutely remise, &c., unto the said C. D., his executors, &c., all the estate, right, title, interest, use, benefit, privilege, and demand whatsoever, which I, the said A. B., have, or may have, or claim, of or to the said premises, or of and in any sum of money, or other matter or thing whatsoever, in the said indenture contained, mentioned; and expressed; so that neither I, the said A. B., my executors or administrators, or any of us, at any time hereafter, shall or will ask, claim, challenge or demand, any interest, &c., or other thing, in any manner whatsoever, by reason or means of the said indenture, or any covenant therein contained, but thereof and therefrom, and from all actions, suits, and demands, which I, my executors, administrators, or

assigns, may have concerning the same, shall be utterly excluded and for ever debarred by these presents.

In Witness, &c.

RELEASE OF A PROVISIO OR CONDITION.

KNOW ALL MEN, &c., that I, A. B., of for
divers good considerations me hereunto moving, have
remised, released, and quit-claimed, and by these pre-
sents, for me, my executors, administrators, and
assigns, do, &c., unto of his heirs,
executors, administrators, and assigns, as well a certain
provisio or condition, and all and every the sum and
sums of money specified in the same proviso or condi-
tion, contained or comprised in an indenture, of, &c.,
bearing date, &c., made between me the said A. B., of
the one part, and the said of the other part,
and also all and all manner of actions and suits, cause
and causes of actions and suits, for or concerning the
said proviso or condition.

In Witness, &c.

MARRIAGE ARTICLES.

ARTICLES OF AGREEMENT of three parts, indented,
made, &c., this day of A. D. 18 , between
A. B., of, &c., of the first part, E. D., of, &c., daughter
of, &c., of the second part, and C. D., of, &c., and E.
F., of, &c., of the third part, as followeth: Whereas,
the said E. D. is seized to her, and to her heirs in fee
simple, of and in certain lands, messuages, or tenements,
with their appurtenances, situate, lying, and being, &c.
And, whereas, a marriage is shortly intended to be had,

and solemnized, between the said A. B. and E. D., with whom the said A. B. is to have and receive in money, over and besides the lands, &c. above-mentioned, as and for her marriage portion; It is therefore covenanted and agreed, by and between the said parties to these presents, in manner and form following (that is to say,) first, the said A. B. for himself, his heirs, executors, and administrators, doth covenant and agree, to and with the said C. D. and E. F., their heirs and assigns, that they the said A. B., and E. D., his intended wife, in case the said intended marriage shall be had and solemnized, by some good and sufficient conveyance, or conveyances, in the law, shall settle and assure all those lands, messuages, or tenements, with the appurtenances whereof she the said E. D. is seized as aforesaid, on and to the said C. D. and E. F., to the use and behoof of the said A. B., and his assigns, during the term of his natural life; and from and after the decease of the said A. B., then to the use and behoof of the said E. D., his said intended wife, for and during the term of her natural life; and from and after her decease, then to the use and behoof of the heirs of the body of the said E. D., by the said A. B. lawfully to be begotten, and for the default of such issue, then to the use and behoof of the said E. D., her heirs, and assigns forever, and to and for no other use, intent, or purpose whatsoever.

And, whereas, the said E. D. is also possessed of, or interested in, for the remainder of a term of years, (if she shall so long live,) all that messuage or tenement, with the appurtenances, situated, &c., by virtue of a certain indenture of lease thereof granted to the said E. D., by of, &c. Now, the said A. B., for

himself, his heirs, executors, and administrators, doth further covenant, grant, and agree to, and with the said C. D. and E. F., their heirs, and assigns, that they the said A. B. and E. D., his said intended wife, (in case the said marriage shall take effect,) shall and will, by like good and sufficient conveyances in the law, settle and assure the said messuage or tenement, with the appurtenances, in such manner, as that the same may be held and enjoyed, and the rents and profits thereof may be had, received, and taken by the said A. B., and his assigns, during so many years of the said term, as he shall happen to live; and from and after his decease, then by the said E. D., his said intended wife, and her assigns, for and during so many years of the said term as she shall happen to live; and from and after her decease, then by such children of the said E. D., by the said A. B., to be begotten, in such manner as it may not be in the power of the said A. B. to defeat such their issue: and for default of such issue, then by the executors, administrators, or assigns of the said E. D., and upon no other trust, and to and for no other use, intent, or purpose whatsoever.

And forasmuch as the said A. B. is not at present seized or possessed of any estate sufficient to make a jointure for the said E. D., his intended wife, equivalent to her fortune, the said A. B. doth for himself, his heirs, executors, and administrators, covenant, grant, and agree, to and with the said C. D. and E. F., their heirs, and assigns, that in case the said intended marriage shall take effect, and he, the said A. B., shall happen to die in the lifetime of the said E. D., that then he, the said A. B., shall and will, by his last will and testament, in writing, or otherwise, give and assure unto the said E. D.

the sum of of lawful money of Canada, or the full value thereof in lands, tenements, goods, or chattels, to be at her own proper disposal, and to be by her received, and taken to her own proper use and benefit.

In witness, &c.

MARRIAGE SETTLEMENT IN THE HANDS OF TRUSTEES.

THIS INDENTURE, made this day of A.D. 18 , BETWEEN S. J., of spinster, of the first part, and O. J. of the said city, merchant, and J. S. of the said city, merchant, of the second part, and H. H. of the said city, merchant, of the third part: Whereas, a marriage is contemplated shortly to be had and solemnized by and between the said parties of the third part and first part; And whereas it hath been understood and agreed by and between them, that whatsoever property or estate, whether real or personal, which the said party of the first part now hath, or hereafter may acquire or become entitled to in her own right, either by gift, devise, descent, distribution, or otherwise, should be duly granted, assigned, and conveyed to and vested in trustees, and thereby be secured for her own separate use and benefit, and placed beyond the reach, control, or management of the said party of the third part, and not be subject or liable to or for his present or future debts or responsibilities in any manner or degree whatsoever. Now, therefore, this indenture witnesseth, that the said party of the first part, in consideration of the premises, and of one dollar to her in hand paid by the said parties of the second part, at or before the ensembling and delivery of these presents, the receipt

whereof is hereby acknowledged, by and with the previous and full knowledge and consent of the said party of the third part (testified by his being a party to and executing these presents), hath granted, bargained and sold, aliened, conveyed and confirmed, assigned, transferred and set over, and by these presents doth, &c., unto the said parties of the second part, and the survivor of them, their and his heirs, executors, administrators and assigns, forever all and singular the fortune, property, lands, goods, chattels, rights, credits, moneys, bonds, mortgages, stocks, choses in action, and other estate whatsoever, both real and personal, wheresoever and howsoever situate, which the said party of the first part now hath or is entitled to in her own right, or which she may at any time or times hereafter and during the said contemplated coverture acquire or become entitled to in her own right, either by gift, devise, bequest, descent, distribution or otherwise howsoever, with all and singular the rights, members, hereditaments and appurtenances to the same belonging, or in any wise appertaining; To have and to hold the same, and every part and parcel thereof, with the appurtenances, unto the said parties of the second part, and the survivor of them, their and his heirs, executors, administrators and assigns, to and for their and his own proper use, benefit and behoof forever: In trust always, nevertheless, and to and for and upon the following uses, intents, confidences and purposes of and concerning the same; that is to say, in trust for the sole use and benefit of the said party of the first part, until the said contemplated marriage shall be had and solemnized, and to be reconveyed to and revested in her, should the said contemplated marriage not take place; and from and immediately

after such marriage being had and solemnized, in trust during the coverture thereupon ensuing, for the separate and sole use and benefit of the said party of the first part, and to secure, invest and improve the trust premises for her, and to collect and receive the annual income, dividends, interest, rent or other proceeds thereof, and to pay over such proceeds to her from time to time, when and as such proceeds shall be received by the said parties of the second part, or either of them, during the said coverture, for her own individual use and benefit, and upon her separate receipt, and without the sanction or concurrence of the said party of the third part, and in the same manner and with the like effect as if she were sole and unmarried. And in the event of the said party of the first part surviving the said party of the third part, then upon this further trust and confidence, forthwith to reconvey and revest the said trust premises, or so much and such part thereof as may then remain, to and in the said party of the first part, her heirs, executors, administrators and assigns, to and for her and their own proper use, benefit and behoof forever. But should the said party of the third part survive the said party of the first part, then and in that event, upon this special trust and confidence, to convey, transfer and make over the said trust premises, or so much and such parts thereof as may then remain, to such person or persons, and in such shares, interests and proportions, and for such estate, and in such manner, and upon such considerations as the said party of the first part shall, in and by any instrument in writing, in the nature of a last will and testament, to be executed by her under her hand and seal, in the presence of two or more credible witnesses, at any time either before or during the said contemplated

coverture, and notwithstanding her said coverture, order, designate, limit or appoint. And should the said party of the first part depart this life without ever having executed any such instrument, leaving the said party of the third part her surviving, then upon this further special trust or confidence, to make over and transfer, assign and deliver the said trust premises, or so much and such parts thereof as may then remain, to the living issue of the said marriage; if such issue be one person, then to that person solely; but if such issue be several persons, then to those persons in such shares and portions as such persons would have taken the same by descent and distribution, had the said party of the first part survived the said party of the third part. And should the said party of the first part depart this life without ever having executed any such instrument, leaving the said party of the third part, but no issue of the said marriage her surviving, then upon this further special trust and confidence, to make over, transfer, assign and deliver the one equal half part of the said trust premises, or of so much and such parts thereof as may then remain to the said party of the third part, his heirs, executors, administrators and assigns, to and for his and their own proper use, benefit and behoof, forever; and the other moiety thereof to such person or persons as would have been the right heir or heirs at law and next of kin of the said party of the first part, had she always remained sole and unmarried. And the said party of the third part doth hereby for himself, his heirs, executors and administrators, covenant, grant, promise and agree to and with the said parties of the second part, and the survivor of them, his executors and administrators, that he the said party of the third part shall and will permit the said party of the

first part, at any time during the said coverture, freely and voluntarily to make and execute her last will and testament, or appointment, and to alter the same from time to time agreeably to her own free will and pleasure, according to the true intent and meaning of these presents, without any restraint, coercion, persuasion or influence whatsoever on his part or behalf; and that he will not at any time interfere with or exercise any authority or control over the said trust premises, or any part thereof; and that he the said party of the third part, his heirs, executors and administrators, shall and will at all times do, execute and perform, or cause or procure to be done executed and performed, all and singular such lawful and reasonable acts, deeds, matters and things as may become requisite and proper to fully and absolutely vest, transfer and convey the said trust premises to and in the said parties of the second part, and the survivor of them, their and his heirs, executors and administrators, and to carry into effect the true intent and meaning of these presents, as by the said parties of the second part, or the survivor of them, or their or his heirs, executors or administrators, or their or his counsel, learned in the law, shall be reasonably advised, devised or required. And the said parties of the second part do, for themselves and their respective heirs, executors and administrators, severally but not jointly, covenant, grant, promise and agree to and with the said party of the first part, her executors and administrators, that they the said parties of the second part shall and will well and truly and faithfully execute and perform all and singular the trusts hereinbefore declared, and hereby reposed in them and the survivor of them, according to the true intent and meaning of these presents; It being, how-

ever, expressly understood, admitted and conceded by the said parties both of the first and third parts, that neither the said parties of the second part, nor the survivor of them, nor the heirs, executors or administrators of such survivor, in the performance of the trusts hereby reposed in them, shall be held responsible or made accountable for unavoidable mistakes or losses, or for the acts, deeds, omissions or defaults of each other, in which they shall not jointly participate, or of which they shall not be jointly guilty; and that their respective liability and accountability in the premises shall not extend beyond the exercise of ordinary care, diligence and fidelity. And that in the investments and improvements of the said trust premises, the said parties of the second part, and the survivor of them, may at all times during the continuance of the said trusts, or any of them, exercise a discretion, and invest the same in any kinds of stock, bonds, mortgages or real estate, as they or he may at the time deem best, having due regard to the safety and productiveness of the investments, and may from time to time, at their or his own pleasure, alter or change the said investments or securities. And it is hereby further expressly understood and agreed, by and between all the parties to these presents, and it is hereby mutually declared to be their true intent and meaning, that at no time during the said coverture, and under no pretence, and by no device whatsoever, shall the principal of the said trust premises be impaired or diminished by payment or appropriation of any part thereof, to or for the said party of the first part, or otherwise, unless by losses or depreciation unavoidably sustained; nor shall there be any appropriation or other disposition by way of anticipation of the annual or other periodical

proceeds of the said trust premises, or any part thereof; but every such appropriation and disposition shall be absolutely null and void.

In Witness, &c.

SETTLEMENT OF WIFE'S PERSONAL ESTATE IN CONTEMPLATION OF MARRIAGE.

THIS INDENTURE of three parts, made this day
of A. D. 18 by and between A. B., of
spinster, of the first part, C. D., of Esquire, of
the second part, and E. F., of gentleman, of
the third part, witnesseth,

THAT, whereas a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said A. B. is possessed of certain personal estate, to wit, the sum of which is now deposited with the company in the City of Toronto, forty shares of the capital stock of the Bank in eleven shares in the capital stock of the Bank in all which said A. B., with the consent of said party of the third part, is minded and disposed to transfer to the said party of the second part, in trust for her own proper use and benefit;

Now, therefore, in consideration of the premises, and of one dollar paid by the said C. D. to the said A. B. (the receipt whereof is hereby acknowledged) the said A. B. doth hereby assign, transfer, and set over to the said C. D. and his executors and administrators, all the moneys, property, and effects above mentioned (whereof separate transfers, according to the usages and rules of the aforesaid corporations, have been made, of even date herewith); To hold the same to him the said C. D. and

his executors and administrators, upon the special trusts and for the use and purposes following, and none others, namely :

In the first place, that, until the solemnization of the said marriage, the said C. D. shall pay over to the said A. B., or shall empower her to receive for her own use, all the income, profits, and dividends arising from the said moneys and effects, and from any other estate which may be substituted therefor, as is hereinafter provided.

Secondly, That from and after the solemnization of the said marriage, and during the coverture of the said A. B. the said C. D. shall receive and collect the incomes, profits, and dividends of the said trust moneys and effects, or of any other substituted estate, so often and whenever the same shall be payable, and, after deduction of all incidental expenses, shall pay over the same, or so much thereof as she shall not direct to be added to the principal for the purpose of accumulation, to the said A. B. upon her sole and separate receipt therefor, and free from the control or interference of her said husband or any other person whomsoever.

Thirdly, That, in case of the decease of the said A. B. after the solemnization of the said marriage, and during the life of her said husband, the said moneys and effects shall be transferred and paid over by the said trustee to such person or persons as she the said A. B. by any instrument or note in writing subscribed by her in presence of at least two competent witnesses, shall order and appoint to take and receive the same ; and in default of her making such appointment, the same shall be transferred and paid to the said E. F., being then her husband, and in case of his decease before the said property shall be actually transferred and paid over to

him, then to such person or persons as would be the legal representatives of the said A. B. by the statute for the distribution of intestates estates.

Fourthly, That in the event of the decease of the said E. F., leaving the said A. B. surviving, all the property then held in trust under this indenture, shall be transferred and conveyed back to the said A. B. ; and, until so transferred, the trustee shall pay over to her, or empower her to receive, the income, profits and dividends of the same for her own use.

Fifthly, That the said trustee shall have power, with the approbation or at the request of the said A. B., expressed in writing, to sell and dispose of the said trust estate, or any part of it, and the proceeds to invest in other personal or in real estate, according to the written direction of the said A. B. ; and the estate so purchased shall be had and held by the trustee for the same uses and purposes, and upon the same trusts, as are declared in and by this indenture, of and concerning the property and estate first above mentioned, and may be sold and the proceeds reinvested from time to time in trust in manner aforesaid ; and it is hereby declared, that the purchaser of any estate held in trust as aforesaid, shall not be bound to see to the application of the said purchase money.

Sixthly, That, in case of the decease of the party of the second part, or of his resignation of the said trust, he or his executors or administrators, shall convey, transfer, and pay over the whole of the trust estate then held by him to such person or persons as may be appointed in writing by the said party of the first part to be the trustee or trustees under this indenture ; And such new trustee or trustees shall have all the powers,

and shall hold the trust estate subject to all the provisions herein set forth and expressed; and the receipt of such new trustee or trustees for the trust property shall be a complete acquittance and discharge to the said party of the second part, his executors and administrators; and in like manner other new trustees may be appointed from time to time, as occasion may require.

And the said party of the second part doth hereby signify his acceptance of the said moneys and effects, and doth engage to hold and manage the same upon the trusts and for the uses herein mentioned.

And the said party of the third part doth hereby signify his assent to the provisions of this indenture, and doth covenant to and with the said party of the second part and his successors in the said trust, to permit the said party of the first part, after the solemnization of the said intended marriage, to receive the aforesaid income and profits to her sole and separate use, and freely to dispose of the trust estate, by her will or by her testamentary appointment, to such person or persons as she may bequeath the same to, and not to interfere with the said trust estate otherwise than in conformity to the provisions of this indenture.

In Witness, &c.

Signed, Sealed, &c.

SETTLEMENT OF WIFE'S REAL AND PERSONAL ESTATE IN CONTEMPLATION OF MARRIAGE.

THIS INDENTURE of three parts, made this day
of A. D. 18 , by and between A. M., of
spinster, of the first part, W. M. and R. M., of

of the second part, and H. B., of clerk, of the third part, witnesseth,

THAT, whereas a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said A. M. is possessed of certain real and personal estate, to wit, one undivided seventh part of all the estate, real and personal, whereof her late father, W. M., Esquire, died, seized and possessed, all which the said A. M., with the consent of the said party of the third part, is minded and disposed to transfer and convey unto the said parties of the second part, in trust for her own proper use and benefit ;

Now, therefore, in consideration of the premises, and of one dollar paid to the said A. M. by the parties of the second part (the receipt of which is hereby acknowledged), the said A. M. doth hereby give, grant, bargain, sell and convey unto the said W. M. and R. M., and their heirs and assigns, and to the survivor of them, and his heirs and assigns, one undivided seventh part of all the estate of which the said W. M., Esquire, died seized and possessed, consisting of real estate, bank, insurance, and manufacturing stocks, furniture and other personal property, wheresoever the same may be situated ; To have and to hold the same to the said W. M. and R. M., and their heirs and assigns, and to the survivor of them, and his heirs and assigns forever, but upon the special trusts, and for the uses and purposes, and subject to the powers and obligations following, and none other, namely :

First, That until the solemnization of the said intended marriage, the said trustees shall hold the said estate and property to and for the sole use of the said A. M., and shall pay over to her, or empower her to receive for

her own use, all the rents, income and dividends, arising from or out of the said trust funds or estate.

Secondly, That from and after the solemnization of the said intended marriage, the said trustees shall collect and receive the rents, income, and dividends of the said trust estates and moneys, or of any estates or property which may be substituted therefor, as is hereinafter provided, so often and whenever the same may be due and payable, and, after the deduction of all incidental expenses, shall pay over the same to the said A. M., upon her sole and separate receipt, and free from the control or interference of any person whomsoever, during her coverture with the party of the third part.

Thirdly, That in case of the decease of the said A. M., after the solemnization of the said marriage, and during the life of her said husband, the said trustees shall hold the said estate to and for the use of such person or persons as the said A. M., by any instrument in writing subscribed by her in the presence of two witnesses, shall name and appoint to take and enjoy the same: And the said trustees shall forthwith execute and deliver all such deeds and papers as they shall be advised by counsel learned in the law to be proper and needful to convey and set over the said trust estate and funds to the person or persons so named and appointed; and in default of such appointment, the said trustees shall hold the said estate to and for the use of her said husband, for and during his life, and shall collect and pay over to him, from time to time, after deducting all incidental expenses, all the rents, income, and the profits of the trust estate, or may suffer him to collect and receive the same, he keeping the real estate in good repair: And from and after the decease of the said

husband, the said trustees shall hold the same to the use of such heirs, or of the legal representatives of the said A. M. as would be entitled to the same in and by the statutes of this Province now in force, regulating the distribution of intestates' estates, in case the said A. M. had died seized and possessed thereof intestate; And the trustees shall execute and deliver all such deeds and instruments as may be needful to transfer the said trust estate or funds unto the persons hereby specified and named.

Fourthly, That in the event of the decease of the said party of the third part, leaving the said A. M. him surviving all the estates and property then held in trust under this indenture, shall be conveyed and transferred back to the said A. M., and the trustees shall forthwith execute and deliver all such deeds and instruments as they shall be advised by counsel learned in the law to be needful and proper for that purpose.

[Further provisions may be added respecting insurance, &c., and other duties of the trustees, as the case may require.]

In Witness, &c.



SETTLEMENT OF A POLICY ON HUSBAND'S LIFE EFFECTED IN THE NAME OF TRUSTEES.

THIS INDENTURE made the day of A. D. 18 , BETWEEN A. B., of bachelor, of the first part, C. D., of spinster, of the second part, and E. F., of and G. H., of of the third part witnesseth as follows :—

1. In consideration of an intended marriage between the said A. B. and C. D., it is agreed that, after the

said marriage, the said E. F. and G. H., their executors, administrators and assigns, shall hold the monies receivable on a policy for on the life of the said A. B., granted on the day of by the Insurance Company, in the names of the said E. F. and G. H., and numbered and also the monies receivable under every policy effected under the powers hereinafter given.

2. Upon trust that the said E. F. and G. H., or the survivor of them, his executors or administrators or their or his assigns (with the written consent of the said A. B. and C. D., and after the death of either, with the written consent of the survivor if living), shall invest the said monies and the monies realized under this trust in or upon any public stocks, funds, or securities.

3. The said trustees shall pay the income of the premises to the said C. D., if she shall survive the said A. B., during her life.

4. Subject to the foregoing trusts the premises shall be held in trust for such children or child of the marriage, as the said A. B. and C. D., shall by deed or will appoint, and so far as the same shall be unappointed in trust for such children equally, or child if but one, who, being sons or a son, shall attain twenty-one, or, being daughters or a daughter, shall marry; but so that no child shall take any unappointed share without bringing his or her appointed share into account.

5. On failure of the foregoing trusts the premises shall be held in trust for the said A. B., his executors, administrators and assigns.

6. Bonuses receivable under the said policy are to go in reduction or payment of premiums, either by virtue

of any arrangement to be entered into for that purpose with the said company or otherwise.

7. The said A. B., for himself, his heirs, executors and administrators, covenants with the said E. F. and G. H., their executors and administrators, that he, the said A. B. will pay the premiums on the said policy when due and will do or suffer nothing whereby the same may become void, voidable, or lapsed, and, in the event of such policy becoming void, voidable, or lapsed, will at his own cost do all acts required to enable a policy in lieu thereof to be effected. And will repay to the said E. F. and G. H., their executors or administrators, on demand with interest at per cent. per annum, all sums paid by them for effecting or keeping up the said policy or any policy substituted for the same as aforesaid.

8. Provided that all the covenants herein contained shall apply to any such substituted policy in the same manner as to the said policy already effected.

In Witness, &c.



SETTLEMENT OF A POLICY ON THE HUSBAND'S
LIFE, AND ASSIGNED BY HIM
TO THE TRUSTEES.



THIS INDENTURE, made the day of A. D. 18 BETWEEN A. B. of &c. of the first part C. D. of &c. of the second part, and E. F. of &c. and G. H. of &c. of the third part, witnesseth as follows:—

1. In consideration of an intended marriage between the said A. B. and C. D., the said A. B. assigns unto the said E. F. and G. H., their executors and administrators, a policy for on the life of the said A. B.

granted to him on the day of 18 , by the
Insurance Company, and numbered

2. Upon trust that after the said marriage the said E. F. and G. H., and the survivor of them, his executors or administrators, or their or his assigns (with the written consent of the said C. D. if living, and after the death of either with the written consent of the survivor if living), shall invest the monies receivable on the said policy, and on any other policy effected under the powers hereby given in or upon any public stocks, funds or securities.

(Insert Clauses 3, 4, 5 and 6, as in last Form.)

7. The said A. B., for himself, his heirs executors and administrators, covenants with the said E. F. and G. H., their executors and administrators, that, notwithstanding anything by the said A. B. done or knowingly suffered, he is entitled to execute this assignment of the premises free from incumbrances, and that he and every person claiming under or in trust for him, shall, at his own costs, do all acts required for perfecting such assignment or recovering the monies due under the same policy, or any other policy made pursuant to the trusts hereby created. And that the said A. B. will pay the premiums on the said policy when due, and will do or suffer nothing whereby the same may become void, voidable, or lapsed, and in the event of the said policy becoming void, voidable, or lapsed, will at his own costs do all acts required to enable a policy in lieu thereof to be effected, and will repay to the said E. F. and G. H., their executors or administrators, on demand, with interest at per cent. per annum, all sums paid by them for effecting or keeping up the said policy, or any policy substituted for the same as aforesaid.

8. Provided that all the covenants herein contained shall apply to any such substituted policy in the same manner as to the policy hereby assigned.

In Witness, &c.

Signed, Sealed, &c.

APPOINTMENT, BY WIFE, OF PERSONAL ESTATE, TO TAKE EFFECT ON HER DECEASE.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I,
 wife of of, &c., send greeting :

WHEREAS, by Indenture tripartite, bearing date, &c., made between the said (by her then name and addition of of, &c., spinster) of the first part, the said of the second part, and and of the third part, it was agreed by the said parties that the said and amongst other things, should stand possessed of certain capital stock in, &c., in the said Indenture mentioned to have been transferred, on the day of the date thereof, to the said and by the said and any other estate which might thereafter be substituted therefor, IN TRUST to receive and collect the incomes, profits and dividends of the said capital stock or substituted estate, so often and whenever the same should be payable, and to pay over the same, or so much thereof as the said should not direct to be added to the principal for the purpose of accumulation to the said during her coverture, upon her sole and separate receipt therefor, and free from the control or interference of her said husband or any other person whatsoever; and in trust, upon the decease of the said during the lifetime of her said husband, to transfer and pay over

the said capital stock or substituted estate to such person or persons as she the said by any instrument or note in writing subscribed by her in presence of at least two credible witnesses, should order and appoint to take and receive the same :

Now know ye, that I the said by virtue and in pursuance of the said powers and limitations in the said Indenture contained, and in pursuance of every other power and authority in me now being, do direct and appoint the said and as soon after my decease as conveniently may be, to transfer and pay over to of, &c., the whole of the said capital stock or substituted estate, and the incomes, profits and dividends thereon accrued, which shall not have been received by me, to her sole and separate use, according to the limitations, trust, and true intent of the said Indenture.

In Witness, &c.

APPOINTMENT TO CHANGE INVESTMENTS.

To all, to whom, &c., I, wife of of
&c., send Greeting.

WHEREAS, by Indentures tripartite, bearing date, &c., made between, &c., it was agreed by the said parties, that the said and trustees therein named, should stand possessed of shares in the bank of, &c., and all dividends, incomes, and profits thereon, in trust for the sole and separate use of me the said during my coverture; and that the said and should have power with the approbation, or at the request of me the said expressed in writing, to sell and dispose of the said

trust estate, or any part of it, and the proceeds to invest in other personal, or in real estate, according to the written direction of me the said and that the estate so purchased should be had and held by the trustees for the same uses and purposes, and upon the same trusts, as are declared in and by the said Indenture of and concerning the said bank shares; and that the same might be sold, and the proceeds re-invested from time to time in the like trust.

Now know ye, that I, the said by virtue of the power of appointment limited to me in the before recited Instrument, and of every other power and authority hereunto enabling me in this behalf, do hereby request, authorize, and appoint the said trustees to make sale of the whole of the said bank shares, and the proceeds thereof to invest by purchase in a certain tract or parcel of land, situate, &c., (*describe the particular estate*;) and I do further declare, limit, and appoint the said (*trustees*) and their heirs, to stand seized of the said real estate to the same uses and purposes, and upon the same trusts, as in the said Indenture are declared of and concerning the said bank shares.

In Witness, &c.

SEPARATION, DEED OF.

THIS INDENTURE made, &c., between A. B., &c., of the one part, and D. E., &c., and C., wife of the said A. B., of the other part.

WHEREAS some unhappy differences have lately arisen between the said A. B. and C., his wife, and they have mutually agreed to live separate and apart from each other; and previous to such separation he the said A. B.

hath consented thereto, and also proposed and agreed that he, out of his own proper moneys would allow and pay the said C., his wife, during the term of her natural life, for her better support and maintenance, the annuity or yearly sum of clear of all taxes, charges, and deductions whatsoever payable to her in such manner as hereinafter is mentioned (subject nevertheless to the proviso hereinafter contained, respecting the payment of the said annuity), and also that, in case the said C., his wife, should die before the said A. B., that then the said A. B. should pay to her executors or administrators the sum of towards her funeral expenses ;

NOW THIS INDENTURE WITNESSETH, that the said A. B., in pursuance of his aforesaid proposal and agreement, doth hereby, for himself, his executors and administrators, and for every of them, covenant, promise and agree, to and with the said D. E., his, &c., in manner and form following (that is to say), that it shall and may be lawful to and for the said C., his wife, and that he the said A. B. shall and will permit and suffer her the said C., from time to time, and at all times from henceforth during her natural life, to live separate and apart from him, and to reside and be in such place and places, and family and families, and with such relations, friends, and other persons, and to follow and carry on such trade and business, as she the said C., from time to time, at her will and pleasure, notwithstanding her present coverture, and as if she was a feme sole and unmarried, shall think fit.

And that the said A. B. shall not, nor will, at any time or times hereafter, compel her to cohabit with him, or molest, disturb, or trouble her, for such living separate and apart from him, or any other person or persons

whatsoever, for receiving, harboring, or entertaining her; nor shall or will, without the consent of the said C., visit her, or knowingly come into any house or place where she shall or may dwell, reside, or be; or send, or cause to be sent, any letter or message to her; nor shall or will, at any time hereafter, claim or demand any of the moneys, rings, jewels, plate, clothes, linen, woollen, household goods, or stock-in-trade, which the said C. hath now in her custody or possession, or which she shall or may hereafter buy and purchase, or which shall be devised and given to her, or she shall otherwise acquire, and that she shall and may enjoy, and absolutely dispose of the same as if she were a feme sole and unmarried.

And further, that the said A. B., his executors and administrators, or some or one of them, shall and will well and truly pay unto the said C., his wife, or her assigns, during the term of her natural life, for and towards her better support and maintenance, one annuity or yearly sum of free and clear of all charges, taxes, and deductions whatsoever; the said annuity or yearly sum of to be paid and payable to her the said C. and her assigns, during her natural life, in four equal payments, each amounting to the sum of on the first days of March, June, September and December in every year, or within ten days next following; the first quarterly payment thereof to begin and be made on or within ten days next following.

In consideration of which sum of per annum, so hereby made payable to her the said C., in manner as aforesaid, she the said C. doth hereby agree to accept and take the same, in full satisfaction for her support

and maintenance and all alimony whatsoever during her coverture.

PROVIDED ALWAYS, and it is hereby expressly agreed and declared, by and between all the parties hereto, and the true intent and meaning of them and these presents is and are, that in case he the said A. B., his executors or administrators, shall at any time hereafter be obliged to and shall actually pay any debt or debts which she the said C., his wife, shall at any time hereafter during her present coverture, contract with any person or persons whatsoever, that then and in such case it shall and may be lawful to and for the said A. B., his executors and administrators, to deduct, retain to, and reimburse him and themselves out of the said annuity or yearly sum of so hereby made payable to her the said C. as aforesaid, all and every such sum and sums of money as he and they shall be obliged to, and shall actually pay for or on account of any such debt or debts, to be by her the said C., at any time hereafter, so contracted as aforesaid, together with all costs, charges, and damages, which he or they shall or may pay or sustain on account thereof, anything herein contained to the contrary thereof in anywise notwithstanding.

In Witness, &c.

Signed, Sealed, &c.

SHERIFFS' DEED FOR TAXES.

CANADA.

County of

TO WIT.

THESE ARE TO WITNESS, that in consideration of the sum of paid to me by being the purchaser,

at public auction, of the parcel or tract of land herein-
after mentioned, sold by me to pay assessments, on the
day of A. D. 18 , under a writ to me directed,
as Sheriff, as hereinafter mentioned, according to the
law in that behalf, I, being Sheriff of the
County of by these presents, do, as such
Sheriff, grant, bargain, and sell, unto heirs and
assigns, All, &c.

TO HAVE AND TO HOLD the premises hereby bargained
and sold, and all benefit and advantage thereto belong-
ing, unto, and to the use of the said heirs and
assigns for ever.

IN WITNESS WHEREOF; I have hereunto set my hand,
and affixed my seal of office, this day of A. D.
18 .

Signed, Sealed, &c.

CERTIFICATE TO ACCOMPANY FOREGOING.

County of } I, Sheriff of the
TO WIT : } said County of

DO HEREBY CERTIFY, that I did, on the day of
A. D. 18 , as such Sheriff, in consideration of the
sum of of lawful money of Canada, execute to

A deed of all that certain parcel or tract of land
situate in the Township of in the County of
and Province of , containing by admeasurement
acres, be the same more or less, being composed of
sold by me for taxes, on the day of A. D.
18 , to the purchaser thereof for the above
sum.

Sheriff's Office, } Sheriff,
18 } County of

ASSIGNMENT OF DITTO.

KNOW ALL MEN BY THESE PRESENTS, that I
of in consideration of the sum of lawful
money of Canada, to me in hand paid, by of
 the receipt whereof I do hereby acknowledge,
have granted, bargained, sold, and quitted claim, and
by these presents do grant, bargain, sell, and quit-claim
unto the said heirs and assigns, all my right,
title, estate, claim, property and demand, both at law
and in equity, in and to all and singular the lots,
parcels, or pieces of lands, tenements, and hereditaments
in the schedule hereunto annexed mentioned, purchased
by me at a sale of lands, in the county of when
the same were sold for taxes. To have and to hold the
same unto and to the use of the said heirs and
assigns for ever. And I hereby authorize and empower
the said heirs and assigns, to apply to the Sheriff
of the County of aforesaid, and I authorize the
said Sheriff to issue to and in the name of the said
 heirs and assigns, the certificate of purchase of
the said lands, as fully and to the same effect as he
might issue the same to me in my own name, as the
original purchaser thereof, and to make all such deeds
for the same, or any part of them, to which the said
 heirs and assigns may hereafter become entitled to
demand and receive according to law, and for so doing
this deed poll shall be to the said Sheriff a sufficient
warrant.

Witness, &c.

Signed, Sealed, &c.

*SCHEDULE of Lands referred to, purchased for Taxes,
in the annexed Assignment.*

Description.	Lot.	Con.	Acres.	Acres Sold.	TOWNSHIP.	Amount.

Witness,



SURRENDER OF LEASE.

KNOW ALL MEN BY THESE PRESENTS, that in the within written Indenture named and described, in consideration of the sum of lawful money of Canada, to in hand well and truly paid by at or immediately before the sealing and delivery hereof, the receipt whereof do hereby acknowledge; Do by these presents assign, surrender and yield up unto the said heirs, executors, administrators and assigns, All and singular the lands, hereditaments and premises comprised and described in the within Indenture of Lease, and thereby demised, together with all the rights, members and appurtenances to the same belonging or in anywise appertaining; and all the estate, right, title, interest, benefit of renewal, claim and demand whatsoever, either at law or in equity, of the said in, to, out of or upon the same premises: To the intent that by virtue of these presents, the residue now unexpired of the term of years of and in the said hereditaments and premises created by the within Indenture of Lease, and all other estate, term and interest therein by virtue of the said Inden-

ture, may merge in the freehold reversion and inheritance of the said premises, and be thereby extinguished.

And the said for heirs, executors and administrators, do hereby covenant with the said heirs, executors, administrators and assigns, that the said now ha in good right, full power and lawful and absolute authority to assign, surrender and yield up the said hereditaments and premises in manner aforesaid, and according to the true intent and meaning of these presents.

In Witness, &c.

Signed, Sealed, &c.

SURRENDER OF LEASE.

(*Another Form.*)

TO ALL, &c., A. B., of, &c., sendeth greeting.

Whereas, by Indenture, &c. [*recite the lease*]. Now know ye that I, the said A. B., in consideration of to me in hand paid by C. D., of, &c., the receipt, &c., do hereby, for myself, my, &c., surrender and yield up, from the day of the date hereof, unto the said C. D., his, &c., the said Indenture of Lease, and all the messuages and premises aforesaid, and the term of years therein yet to come, with all my right, title and interest thereto, and which I have or claim, or hereafter can or may have or claim, either by virtue of said Indenture or otherwise howsoever; and that free and clear, and freely and clearly, &c. (*against incumbrances.*)

In Witness, &c.

Signed, Sealed, &c.

TRANSFER OF SHARES IN A COMPANY.

For value received, I of assign the whole of my right, title and interest, of, in and to shares in the company of to of and constitute him, his assigns and substitutes, my attorney and attorneys, with full power to receive in his or their name or names, certificates for the said shares, hereby obliging myself at his or their request to do all necessary matters and things for the more effectually transferring the said shares to him or them.

Witness, &c.

TRANSFER OF SHARES OF STOCK.

For value received, I named in the certificates hereto annexed, which are numbered as follows, viz. : No. to No. assign the shares of stock therein mentioned, to of and constitute him, his assigns and substitutes, my attorney and attorneys, with full power to receive, in his or their name or names, certificates for the said shares ; hereby obliging myself, my heirs and executors, at the request of the said or his assigns and substitutes, to do all necessary matters and things for the more effectually transferring the said shares to him or them.

Witness, &c.

TRUST DEED FOR EPISCOPAL CHURCH.

THIS INDENTURE, made the day of A.D. 18 , BETWEEN of the of in the county of in the Province of and

his wife of the one part, and the Right Reverend Lord Bishop of in the said Province of of the other part.

WHEREAS the said is desirous of conveying the parcel or tract of land and premises hereinafter particularly described, to the said Lord Bishop of and to his successors, to the uses and upon the trusts hereinafter declared, according to the provisions of an Act of the Parliament of the Province of Upper Canada, passed in the fifth year of the reign of Her Majesty Queen Victoria, intituled, "An Act to make provision for the management of the Temporalities of the United Church of England and Ireland in this Province, and for other purposes therein mentioned."

NOW THIS INDENTURE WITNESSETH, that the said for the purpose aforesaid, hath given, granted and conveyed, and by these presents doth give, grant, and convey unto the said Lord Bishop of and to his successors, for ever, All and singular that certain parcel or tract of land and premises situate and being in the Town of in the County of in the said Province of containing be the same more or less, and being composed of which said parcel or tract of land is bounded and described as follows, that is to say subject to the reservations and conditions expressed in the original grant of the said land from the Crown.

Together with all and singular the appurtenances to the said parcel or tract of land belonging; To have and to hold the said parcel or tract of land and premises, with their appurtenances unto the said Lord Bishop of and his successors, for ever, to the uses and upon the trusts following, that is to say : (*Here*

insert the following or any other Trusts that may be desired)

Upon trust to hold the same for ever hereafter, to and for the general uses of the United Church of England and Ireland, within the Province of to the intent and upon the trust that the rents, issues and profits thereof, may be appropriated and applied to the general uses of the said Church in such manner as the said

Lord Bishop of and his successors, shall from time to time appoint.

And the said doth hereby for himself, his heirs, executors and administrators, covenant with the said Lord Bishop of and his successors, that the said and every person rightfully claiming, or to claim any interest at law or in equity in the said premises, or any part thereof, under or in trust for him or his heirs, shall at all times hereafter, on every reasonable request, and at the sole expense in all things of the said Lord Bishop of or his successors, make and do, or cause to be made and done all such further acts and assurances in the law, for more fully and satisfactorily assuring the said premises, with the appurtenances to the said Lord Bishop of and his successors, in manner aforesaid, and according to the intent of these presents, as by him, or them, or his or their counsel in the law, shall be lawfully and reasonably advised and required.

AND THIS INDENTURE FURTHER WITNESSETH, that the said with the approbation and consent of her said husband, in consideration of the premises, and in further consideration of the sum of of lawful money of Canada, to her by the said Lord Bishop of in hand paid, at or before the sealing and

delivery of these presents, the receipt whereof is hereby acknowledged, hath remised and released, and by these presents doth remise and release, unto the said Lord Bishop of and his successors all dower and right and title to dower, which she, the said now hath or in the event of her surviving her said husband, can or may have, or claim either at Common Law or otherwise howsoever, of, in, to, or out of the lands, tenements, hereditaments, and premises hereby conveyed.

In Witness, &c.

Signed, Sealed, &c.

N.B.—It is enacted by sec. 2, chap. 69, Consolidated Statutes, "That such Trnstees shall, within twelve months after the execution of the deed of conveyance, cause the deed to be registered in the office of the Registrar of the County in which the land is situate, or otherwise the same shall be void."

TRUST DEED OF A CHURCH.

(*Another Form.*)

THIS INDENTURE, made the day of A.D. 18 ,
 BETWEEN of the first part, wife
 of the said party of the first part, of the second part ;
 and Trustees, as hereinafter mentioned, of the
 third part.

Whereas, by the laws of this Province, any religious society or congregation of Christians in Upper Canada, having occasion to take a conveyance of land for the purposes of a church, chapel, parsonage or burying-ground, as the case may be, are entitled and empowered so to do ; and whereas, in and by a statute of the Pro-

vince of Upper Canada, passed in the ninth year of the reign of King George the Fourth, chapter 2, intituled, "An Act for the Relief of the Religious Societies therein mentioned;" and also a statute of the same Province, passed in the third year of the reign of Queen Victoria, chapter 73, intituled, "An Act to amend an Act passed in the ninth year of the reign of King George the Fourth, chapter 2, intituled, 'An Act for the Relief of the Religious Societies therein mentioned;'" and also a statute of the Province of Canada, passed in the twelfth year of the reign of Queen Victoria, chapter 91, intituled, "An Act to amend certain Acts for the Relief of Religious Societies:" It is enacted, that whenever any religious congregation or society of Presbyterians, Lutherans, Calvinists, Methodists, Congregationalists, Independents, Anabaptists, Quakers, Menonists, Tunkers or Moravians, shall have occasion to take a conveyance of land for the site of a church, meeting-house chapel, or burying-ground, or for the support of public worship and the propagation of Christian knowledge, it shall and may be lawful for them to appoint Trustees, to whom, and their successors to be appointed in such manner as shall be specified in the deed, the requisite land for all or any of the purposes aforesaid may be conveyed, and such Trustees and their successors in perpetual succession by the name expressed in such deed shall be capable of taking, holding and possessing such land, and of commencing and maintaining any action or actions in law or equity for the protection thereof and of their right thereto; and in certain cases and conditions expressed in the last above recited Act to lease, mortgage, sell and convey, or exchange the same; And whereas a congregation of Christians of the denomination,

in the said of have occasion, for such purposes, to take a conveyance of the lands hereinafter mentioned :

NOW, THIS INDENTURE WITNESSETH, that the said party of the first part, in consideration of the sum of of lawful money of Canada, to him well and truly paid by the said parties of the third part, hath given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell and convey unto the said parties of the third part, and their successors in office, All and singular that certain parcel or tract of land situate, lying and being To have and to hold the said parcel or tract of land, with the appurtenances and privileges thereto belonging, to them the said parties of the third part and their successors in the trust as hereinafter appointed, forever ; Upon trust nevertheless, that is to say, upon trust for the site of a church, chapel, parsonage, burying-ground, and to permit such congregation, or any person or persons disposed to erect a chapel for a congregation, free access to the said land, for the purpose of erecting the same, and after the same is erected, for the proper and needful reparation of the same from time to time ; And upon further trust, at all times hereafter to permit any duly accredited minister to preach and perform religious services in the chapel erected or to be erected on the same : And it is hereby declared, that in the event of the death, removal, resignation, withdrawal or dismissal of any of the said parties of the third part, or their successors, trustees in this trust, from membership with the said connexion, then in any of such cases the Conference of the said connexion, at a quarterly meeting, after notice of the same, shall and may appoint

a person or persons in the room and place of such of the said parties of the third part, and their successors, as may die, remove, resign, withdraw or be dismissed as aforesaid, such Trustees so named and appointed by the said Conference being members of the said connexion, and such persons so appointed and their successors shall have the same powers, rights and duties, and be subject to the same trusts, as the said parties hereto of the third part; and such appointments shall be regularly recorded in the Minute-book of the said Conference, and such record, duly signed by the President and Secretary of the said Conference, shall be taken and admitted as evidence of such persons being authorized Trustees in law and equity; and such duly appointed Trustees, together with the superintendent minister, shall form a Board for the transaction of the affairs of the said chapel, parsonage, burying-ground, at the meetings of which Board three trustees and superintendent minister shall form a quorum, and be competent to transact the business of the said trust, subject to revision by the Quarterly Conference of the circuit in which the said trust is situated.

[*Dower clause.*]

In Witness, &c.

Signed, Sealed, &c.

WILL, GIVING WHOLE OF PROPERTY TO WIFE,
AND APPOINTING HER EXECUTRIX.

I, A. B., of, &c., declare this to be my last will and testament. I do hereby give unto my dear wife all my real and personal estate whatever and wheresoever, to hold unto her, her heirs, executors and administrators,

according to the respective natures and qualities of the said premises, absolutely and forever. And I hereby appoint my said wife sole executrix of this my will, at the same time revoking all former and other wills, codicils, testamentary dispositions and appointments whatsoever by me at any time heretofore made.

In Witness, &c.

Signed by the said testator, as his last will and testament, in the presence of us, present at the same time, who, at his request, in his presence, and in the presence of each other, have subscribed our names as witnesses.

A. B., of, &c. [*residence.*]

C. D., of, &c. [*residence.*]

WILL, GIVING TO ONE PERSON ALL TESTATOR'S REAL AND PERSONAL ESTATE.

THIS IS THE LAST WILL AND TESTAMENT of me [*testator's name and description*]. I devise and bequeath all the real and personal estate to which I shall be entitled at the time of my decease, unto [*devisee's name, description and addition*], absolutely, and I appoint the said sole executor of this my will; hereby revoking all former testamentary writings.

In Witness, &c.

Signed by the said testator, as his last will and testament, in the presence of us, present at the same time, who, at his request, in his presence, and in the presence of each other, have subscribed our names as witnesses.

A. B., of, &c. [*residence.*]

C. D., of, &c. [*residence.*]

WILL, GIVING INCOME TO WIFE FOR LIFE, AND AFTERWARDS CAPITAL TO CHILDREN.

I, A. B., of, &c., hereby declare this to be my last will and testament. I give all my real and personal estate unto C. D. and E. F., their heirs, executors and administrators, upon trust, to sell and convert into money such real and personal estate, and to invest the sum or sums of money thus arising in the names of my said trustees in or upon the public stocks, funds or securities, or any real securities, and to vary the investment from time to time for any other of like nature. And to pay the annual income thereof to my dear wife during her life, if she shall so long continue my widow; and after her decease or second marriage, then, as to the said trust fund and the yearly produce thereof, upon trust for all my children who, being sons, shall attain the age of twenty-one years, or, being daughters, shall attain that age or marry, in equal shares. And I authorize my said trustees or trustee, at any time after the decease or second marriage of my said wife, to apply the whole or part of the income of the presumptive share or shares of any child or children of mine who, being a son or sons, shall be under the age of twenty-one years, or, being a daughter or daughters, shall be under that age and unmarried, towards his, her or their maintenance and education. And also to advance any part of such presumptive shares (not exceeding one-half thereof) towards the advancement in life of any such children respectively. And I hereby authorize my said trustees or trustee to release or compound any debts owing to me or to my estate, or to give time for payment, or to take such security for payment, and to adjust and pay all

claims made upon my estate, whether the same shall be supported by legal evidence or not, and also to refer to arbitration any dispute respecting any debt claimed to be owing to or from me, and generally to act in the premises as my said trustees or trustee shall in their or his discretion think fit; and all receipts given by my said trustees or trustee, acting in the execution of the trusts herein contained, shall exonerate the parties taking the same from all responsibility with respect to the application of the moneys therein expressed to be received. And I hereby authorize the acting trustees or trustee of this my will, and the executors or administrators of the last acting trustee, by any instrument in writing, to substitute any person to be a trustee in the stead of any trustee who shall die, continue to reside abroad, disclaim, neglect, refuse or become incapable to act in the trusts aforesaid, and all the said trust estates or premises shall forthwith be transferred, so as to vest the same in such new trustee or trustees, either jointly with the surviving or continuing trustee or trustees, or solely, as the case may be, and such new trustee, as well before as after such transfer, shall have the same powers as if originally appointed a trustee by this my will. And I declare that the trustees for the time being of this my will shall respectively be chargeable only with such moneys as they respectively shall actually receive, and shall not be answerable for each other, nor for any banker, broker, or other person in whose hands any of the trust funds shall be placed, nor for the insufficiency or deficiency of any stocks, funds, shares or securities, nor otherwise, for involuntary losses. And I appoint the said C. D. and E. F. to be executors of this my will.

In Witness, &c.

Signed, Sealed, &c. (*as before.*)

WILL OF PERSONAL PROPERTY TO CHILDREN ON ATTAINING TWENTY-ONE.

I, A. B., of, &c., declare this to be my last will and testament. I appoint C. D. and E. F. the trustees and executors of this my will. And I direct the said C. D. and E. F., or the survivor of them, his executors or administrators, to convert my personal estate and effects into money as soon as may be after my death, and, after payment thereof of my just debts, to divide the residue into equal shares. I direct them to pay one of the said portions forthwith to my eldest son G. H.; and as to the other shares, I direct my said trustees to hold the same upon trust, to pay one share to each of my younger children on their attaining the age of twenty-one years; or if daughters attaining that age, or marrying, and in the meantime to invest the moneys forming such shares upon such securities, real or personal, or otherwise, as my said trustees or trustee may think proper, and apply the annual income arising therefrom towards the support and education of my said younger children during their respective minorities, as my said trustees shall deem most advantageous for them; and in case any of my said trustees shall die, retire from office, or become incapable of acting in the execution of the trusts of this my will, then I declare that it shall be lawful for the surviving or continuing trustee, or the executors or administrators of the last-acting trustee, by any instrument in writing, to appoint any trustee or trustees to such vacant trusteeship, which new trustee or trustees, when so appointed, shall have the same

powers and authorities as if originally appointed a trustee or trustees by this my will.

In Witness, &c.

Signed, Sealed, &c. (*as before.*)

WILL OF TRADESMAN DISPOSING OF BUSINESS, &c.

THIS IS THE LAST WILL AND TESTAMENT of me

I give to each of my children, who, being a son, shall at my death have attained the age of twenty-one, or shall afterwards attain that age, or, being a daughter, shall at my death have attained that age, or have married, or shall afterwards attain that age, or marry, a portion of I authorize my wife to carry on my business of a and for that purpose to continue tenant of the premises which I shall use at my decease, or to take others which she may think more convenient, and to employ in the said business such portion of my personal estate as she shall deem fit. And I further authorize her to transfer the said business to one or more of my sons, or to admit one or more of them to a share in it, and to lend him or them such capital as may be necessary for carrying it on. I empower my wife to manage my personal estate generally, in such a manner as shall appear to her to be most advantageous to my family, investing the proceeds in her name, and varying the investment or investments when and as she shall think fit (the real property so purchased to be convertible into and treated as personalty for all the purposes of my will). I give my wife all the income derived from

the said business, and from the residue of my personal estate; but charged with the maintenance, education and bringing up in a manner suitable to their station in life of my sons for the time being, under the age of twenty-one years, and my daughters for the time being under that age, not being or having been married. In the event of my wife marrying again, I thenceforth annul the powers and benefits hereinbefore given to her, and give her an annuity of during the remainder of her life, payable quarterly into her proper hands, and to her sole and separate use. And I direct that the first payment of the said annuity shall be made at the expiration of three months from the day on which she shall account for and deliver up my personal estate in her hands to the other trustees of my will to their satisfaction; but such annuity to cease if my said wife should attempt to alienate or incumber it, or any part of it. And I declare that on the death or marriage of my wife, my business of a and my personal estate, shall vest in the other trustees or trustee of my will, who shall have the same powers with respect to the management of the said business, and the investment and application of the said estate as I have before given to my wife, and shall hold the said personal estate from and after the death or marriage of my wife in trust for all my children, who, being sons, shall attain the age of twenty-one years; or who, being daughters, shall attain that age or marry, in equal shares. And I authorize my said trustees or trustee, at any time after the decease or second marriage of my said wife, to apply the whole or any part of the income of the presumptive share or shares of any child or children of mine, who, being a son or sons, shall be under the age of twenty-one years,

or, being a daughter or daughters, shall be under that age, and unmarried, towards his, her or their maintenance and education. And also to advance any part of such presumptive shares, not exceeding one-half thereof, towards the advancement in life of any such children respectively. I appoint my said wife, during widowhood and on her death (or if she shall marry again, then on her marriage), my friends to the office of executor and trustee of my will, and guardian of my infant children, with full power to compound and compromise debts and claims, and settle my accounts and affairs, and to give receipts for moneys paid or accounted for to my estate by purchasers or others, who shall be exonerated by such receipts from all liability in respect of the application of the money. And I direct, so far as concerns the trusteeship of my said friends, that vacancies occurring therein from death in my lifetime, or otherwise from disclaimer, or incapacity, shall, from time to time, be supplied by the other trustees or trustee for the time being, or if none such, then by the disclaiming or resigning trustees or trustee, or if also none such, by the executors or administrators of the last deceased trustee. And I declare that as well my said wife, as the other trustees or trustee of this my will, shall be chargeable only to the extent of her, his or their respective actual receipts, and be exempt from responsibility for involuntary losses, and be entitled to retain all disbursements and expenses incident to the execution of my will.

In Witness, &c.

Signed, Sealed, &c. (*as before.*)

WILL BEQUEATHING SEVERAL LEGACIES, AND APPOINTING A RESIDUARY LEGATEE.

I, A. B., of, &c., declare this to be my last will and testament. I bequeath to my wife, C. D., all the fixtures, prints, books, plate, linen, china, wines, liquors, provisions, household goods, furniture, chattels and effects (other than money or securities for money) which shall at my death be in or about my dwelling-house, or the out-buildings or grounds thereof. I bequeath to my said wife the sum of to be paid to her within one calendar month without interest. I also bequeath the following legacies to the several persons hereafter named. I give and bequeath to my nephew, E. F., the sum of I give and bequeath to my cousin, G. H., the sum of I give and bequeath to my friend, J. K., the sum of (*And so on with other pecuniary legacies.*) I also bequeath to each of my domestic servants who shall be living with me at the time of my death in the capacity of (*state the description of servants to whom the legacies are to be given*) one year's wages in addition to what may be due to them at that time. And I direct that my executors shall supply each of my domestic servants, both male and female, who shall be living with me at the time of my decease, with a suit of mourning becoming their respective positions. I bequeath to each of the several persons hereinafter named, during his or her natural life, the following annuities:—An annuity of to L. M.; an annuity of to N. O.; and an annuity of to P. Q.; which several annuities shall commence from my death, and be paid quarterly without deduction. And I direct my executors to purchase and set apart, within twelve

calendar months after my death, in their names, sufficient funds in Bank Stock of the Chartered Banks of Canada, and in the meantime to pay the said annuities out of the said residue. And as to all the rest, residue and remainder of my real and personal estate (inclusive of the funds to be set apart pursuant to the above direction, when and as the respective annuities payable thereout shall drop) I devise and bequeath the same unto R. S., his heirs, executors, administrators and assigns, absolutely for ever. And I appoint T. U. and V. W. executors of this my will.

In Witness, &c.

Signed, Sealed, &c. (*as before.*)

CODICIL TO A WILL.

THIS is a codicil to the last will and testament of me
of, &c., bearing date the day of A. D.
18 (*the date of the will.*)

I do hereby revoke the bequest of all my household furniture to my son and do give and bequeath the same to my daughter to and for her own absolute use and benefit for ever.

I give and bequeath to my daughter in addition to the legacy bequeathed to her by my said will, the further sum of

In all other respects I do confirm my said will.

In Witness, &c.

Signed, Sealed, &c. (*as before.*)









h. 5.

h. 5. m. 5. v. 5.

h. 5.